

PARISH COUNCIL
PARISH OF TERREBONNE



Robert J. Bergeron Gov't Tower Bldg.
8026 Main St., 2nd Floor Council Meeting Room
Houma, LA 70360

AGENDA

Wednesday, March 13, 2024
6:00 PM

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.

John Amedee
CHAIRMAN
Carl Harding
VICE-CHAIRMAN
DISTRICT 1
 Brien Pledger
DISTRICT 2
 Carl Harding
DISTRICT 3
 Clayton Voisin, Jr.
DISTRICT 4
 John Amedee

Tammy E. Triggs,
COUNCIL CLERK
DISTRICT 5
 Kevin Champagne
DISTRICT 6
 Clyde Hammer
DISTRICT 7
 Daniel Babin
DISTRICT 8
 Kim Chauvin
DISTRICT 9
 Steve Trosclair

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

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON FEBRUARY 7, 2024.

**DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON
FEBRUARY 27, 2024.**

DISTRIBUTE MINUTES OF THE SPECIAL SESSION HELD ON MARCH 7, 2024.

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 3/4/2024 & 3/11/2024

1. GENERAL BUSINESS:

A. AllSouth Engineers would like to update the Council on engineering project(s) status.

2. PUBLIC WISHING TO ADDRESS THE COUNCIL:

A. Mr. Tommie Jenkins, a Houma resident, wishes to address the Council regarding CDBG Funding and program guidelines with potential violations.

B. Mr. Floyd Bergeron wishes to address the Council regarding government and Council.

C. As per Speaker Cards. (In accordance with *Sec. 2-07 (e)* of the Terrebonne Parish Home Rule Charter, the public will be heard and can speak for three (3) minutes on any matter related to parish government without discussion or questions and answers on non-agenda items).

6:30 O'CLOCK P.M. - PUBLIC HEARINGS RELATIVE TO:

A. An ordinance to amend Section 2-109 (c) of the Terrebonne Parish Code of Ordinances to increase Administration's contracting and purchasing threshold from \$30,000 to \$60,000.
1. Consider the adoption of the ordinance.

B. An ordinance to adopt and enact a new sec. 2-452 "Hancock Whitney Bank Building and Parking" in Article XIV of Chapter 2 of the Terrebonne Parish Code of Ordinances, to rename Article XIV to expand the Article to include the Hancock Whitney Bank Building, and to renumber and amend the remaining sections in the said Article to operate the available commercial lease space.
1. Consider the adoption of the ordinance.

C. An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and John Kennedy in his official capacity as United States Senator to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.
1. Consider the adoption of the ordinance.

D. An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Steve Scalise in his official capacity as United States Congressman to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.
1. Consider the adoption of the ordinance.

E. An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG Mike Fesi in his official capacity as Louisiana State Senator to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.
1. Consider the adoption of the ordinance.

F. An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and TEDA to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.
1. Consider the adoption of the ordinance.

G. An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Fletcher Technical Community College to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.
1. Consider the adoption of the ordinance.

H. An ordinance to amend the 2024 Adopted Operating Budget and the 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.
I. Bayou Country Sports Park, \$1,000,000

- II. Houma Fire Department, \$200
- III. Houma Police Department-Opioid Abatement, \$354,244
- 1. Consider the adoption of the ordinance.

3. COMMITTEE REPORTS:

- A. Budget and Finance Committee, 03/11/24*
- B. Public Services Committee, 03/11/24*
- C. Policy, Procedure and Legal Committee, 03/11/24*
*(Ratification of minutes call public hearings on Wednesday, March 27, 2024, at 6:30 p.m.)

4. STREET LIGHTS:

- A. Light installation, removals and/or activations.

5. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. **DOWNTOWN DEVELOPMENT CORPORATION:** Four (4) expired terms. (Each representing the following entities: One (1) representing the Parish Council, one (1) representing the Historical Society, one (1) Downtown Merchants, and one (1) representing Arts and Humanities. Ms. Eugenia Ardoin, representing the Art and Humanities, submits application for consideration.
- B. **TERREBONNE PARISH TREE BOARD:** One (1) expired term and one (1) vacancy due to a resignation. Ms. Connie Bourg submits application and resume for consideration.
- C. **Fire Protection District No. 8 Board:** Two (2) expired terms. Mr. Richard Price expresses his interest in being reappointed.
- D. **Fire Protection District No. 10 Board:** One (1) expired term. Ms. Regina Pierron expresses her interest in being reappointed.

6. MONTHLY ENGINEERING REPORTS:

- A. Milford and Associates.
- B. T. Baker Smith

7. COUNCIL MEMBERS REQUEST DISCUSSION OF:

- A. **COUNCILMAN CLAYTON VOISIN, JR.:** Discussion and possible action as it relates to sewage and drainage issues.

8. VACANCIES TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. **RECREATION DISTRICT NO. 3A BOARD:** One (1) vacancy.
FIRE PROTECTION DISTRICT NO. 8 BOARD: One (1) expired term.
COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.
TERREBONNE PARISH TREE BOARD: One (1) expired term.

9. ANNOUNCEMENTS:

- A. Parish President.
- B. Council Members.

10. STAFF REPORTS:

- A. Pursuant to L A R.S. 42:16-17(A) (2) and R.S. 42:19, the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following:
Layman Bolden, Jr. verses No. 189283(A) Terrebonne Parish Consolidated Government, et al, 32nd Judicial Court, Terrebonne Parish, Louisiana.

11. ADJOURN

Category Number:
Item Number:



Wednesday, March 13, 2024

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Wednesday, March 13, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number:



Wednesday, March 13, 2024

Item Title:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON FEBRUARY 7, 2024

Item Summary:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON FEBRUARY 7, 2024.

Category Number:
Item Number:



Wednesday, March 13, 2024

Item Title:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON FEBRUARY 27, 2024

Item Summary:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON FEBRUARY 27, 2024.

Category Number:
Item Number:



Wednesday, March 13, 2024

Item Title:

DISTRIBUTE MINUTES OF THE SPECIAL SEESION HELD ON MARCH 7, 2024

Item Summary:

DISTRIBUTE MINUTES OF THE SPECIAL SESSION HELD ON MARCH 7, 2024.

Category Number:
Item Number:



Wednesday, March 13, 2024

Item Title:

Accounts Payable Bill Lists for 3/4/2024 & 3/11/2024

Item Summary:

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 3/4/2024 & 3/11/2024

ATTACHMENTS:

Description

Upload Date

Type

Accounts Payable Bill Lists for 3/4/2024 & 3/11/2024 3/7/2024

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
ACCOUNTS PAYABLE BILL LISTS FOR 3/4/2024 & 3/11/2024

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES - BILL LIST ON FILE WITH THE FINANCE AND COUNCIL CLERK DEPARTMENTS.

PROJECT PURPOSE & BENEFITS(150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

Signature

Date



Wednesday, March 13, 2024

Item Title:

All South Engineers

Item Summary:

AllSouth Engineers would like to update the Council on engineering project(s) status.

ATTACHMENTS:

Description

Executive Summary

Upload Date

3/11/2024

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
AllSouth Engineering Projects Status

PROJECT SUMMARY (200 WORDS OR LESS)
AllSouth Engineering would like to present an updated status on engineering projects.

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

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

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

<i>John Amedée</i>	03/11/24
Signature	Date

Category Number: 2.
Item Number: A.



Wednesday, March 13, 2024

Item Title:

Tommie Jenkins

Item Summary:

Mr. Tommie Jenkins, a Houma resident, wishes to address the Council regarding CDBG Funding and program guidelines with potential violations.

ATTACHMENTS:

Description

Speaker Card

Upload Date

3/8/2024

Type

Cover Memo

SPEAKER CARD

Please complete this card and turn in to **COUNCIL CHAIRPERSON** or **COUNCIL CLERK** prior to the start of the meeting.

If you wish to address the Council relative to:

Approval of Minutes

Approval of Accounts Payable Bill Lists

Approval of Manual Check Lists

Staff Reports

Item under "General Business"

Committee Reports

Other

Please note before submitting speaker card.

Name: Tommio Jenkins

Date: 03.13.24

Address, Affiliation, or Representation:

1702 Rio Vista Avenue, Houma, LA

I wish to address the Council regarding:

CDBG Funding and program guidelines with potential violations

Category Number: 2.
Item Number: B.



Wednesday, March 13, 2024

Item Title:

Mr. Floyd Bergeron

Item Summary:

Mr. Floyd Bergeron wishes to address the Council regarding government and Council.

ATTACHMENTS:

Description

Speaker Card

Upload Date

3/8/2024

Type

Cover Memo

SPEAKER CARD

Please complete this card and turn in to **COUNCIL CHAIRPERSON** or **COUNCIL CLERK** prior to the start of the meeting.

If you wish to address the Council relative to:

Approval of Minutes

Approval of Accounts Payable Bill Lists

Approval of Manual Check Lists

Staff Reports

Item under "General Business"

Committee Reports

Other

Please note before submitting speaker card.

Name: Floyd Bergeron

Date: 03.08.24

Address, Affiliation, or Representation:

I wish to address the Council regarding:

Government & Council



Wednesday, March 13, 2024

Item Title:

Speaker Cards

Item Summary:

As per Speaker Cards. (In accordance with *Sec. 2-07 (e)* of the Terrebonne Parish Home Rule Charter, the public will be heard and can speak for three (3) minutes on any matter related to parish government without discussion or questions and answers on non-agenda items).



Wednesday, March 13, 2024

Item Title:

Ordinance to Amend Section 2-109 (c) of the Terrebonne Parish Code of Ordinances to Increase Administration's Contracting and Purchasing Threshold from \$30,000 to \$60,000

Item Summary:

An ordinance to amend Section 2-109 (c) of the Terrebonne Parish Code of Ordinances to increase Administration's contracting and purchasing threshold from \$30,000 to \$60,000.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Executive Summary
Ordinance	2/20/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Amend Section 2-109 (c) of the Terrebonne Parish Code of Ordinances to Increase Administration’s Contracting and Purchasing Threshold from \$30,000 to \$60,000; and call a Public Hearing on Wednesday, March 13, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG wishes to increase the purchasing and contracting authority of Administration from \$30,000 to \$60,000. According to the current paragraph (c) of Section 2-109 of the Terrebonne Parish Code, “any contract requiring the cumulative expenditure of thirty thousand dollars (\$30,000) or more annually shall be approved by the council by resolution”.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG finds that Administration’s \$30,000 purchasing and contracting limit may need updating given the recent rise in inflation, contract prices and material prices. The proposed increase mirrors the increase of the material purchases threshold for political subdivisions without letting the purchase for bid under State Act No. 204 of the 2022 Regular Legislative Session, which provides that all purchases of material or supplies exceeding \$60,000 must be advertised and let by contract to the lowest bidder, La. R.S. 38:2212.1(A)(1)(a).

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Noah J. Lirette, Chief Administrative Officer

Date

2/20/24

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 2-109 (c) OF THE TERREBONNE PARISH CODE OF ORDINANCES TO INCREASE ADMINISTRATION'S CONTRACTING AND PURCHASING THRESHOLD FROM \$30,000 TO \$60,000.

WHEREAS, Article V, Section 2-109. of the Terrebonne Parish Code establishes “the policy and procedure for the development and coordination of parish professional services, public works, consulting and other contracts and change orders; and to clearly detail the procedures for initiating, authorizing, detailing and signing contracts and change orders”; and

WHEREAS, according to the current paragraph (c) of Section 2-109 of the Terrebonne Parish Code, “any contract requiring the cumulative expenditure of thirty thousand dollars (\$30,000.00) or more annually shall be approved by the council by resolution”; and

WHEREAS, TPCG finds that Administration’s \$30,000.00 purchasing and contracting limit under Section 2-109(c) of the Code may need updating given the recent rise in inflation, contract prices, and material prices; and

WHEREAS, TPCG wishes to increase the purchasing and contracting authority of Administration from \$30,000.00 to \$60,000.00; and

WHEREAS, the proposed increase mirrors the increase of the material purchases threshold for political subdivisions without letting the purchase for bid under State Act No. 204 of the 2022 Regular Legislative Session, which provides that all purchases of material or supplies exceeding \$60,000 must be advertised and let by contract to the lowest bidder, La. R.S. R.S. 38:2212.1(A)(1)(a); and

NOW, THEREFORE, BE IT ORDAINED that:

SECTION I

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 2-109(c) of the Terrebonne Parish Code of Ordinances to read as follows:

Sec. 2-109. - Contract procedures.

* * *

c) any contract requiring the cumulative expenditure of ~~thirty~~ over sixty thousand dollars (~~\$30,000.00~~60,000.00) ~~or more~~ annually shall be approved by the council by resolution.

* * *

Section II

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

Section III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

Chair
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 return to Council Clerk:

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

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

Council Clerk
Terrebonne Parish Council



Wednesday, March 13, 2024

Item Title:

Hancock Whitney Leases

Item Summary:

An ordinance to adopt and enact a new sec. 2-452 “Hancock Whitney Bank Building and Parking” in Article XIV of Chapter 2 of the Terrebonne Parish Code of Ordinances, to rename Article XIV to expand the Article to include the Hancock Whitney Bank Building, and to renumber and amend the remaining sections in the said Article to operate the available commercial lease space.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Ordinance	2/21/2024	Ordinance
Backup	2/21/2024	Backup Material
Backup	2/21/2024	Backup Material
Backup	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An ordinance to adopt and enact a new sec. 2-452 "Hancock Whitney bank building and parking" in Article XIV of chapter 2 of the Terrebonne parish code of ordinances, to rename Article XIV to expand the Article to include the Hancock Whitney bank building, and to renumber and amend the remaining sections in the said Article to operate the available commercial lease space

PROJECT SUMMARY (200 WORDS OR LESS)

See above

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

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:

Revenue: \$6,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

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s/Kandace M. Mauldin, CFO

2/21/2024

Signature

Date

OFFERED BY: _____

SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AND ENACT A NEW SEC. 2-452 “HANCOCK WHITNEY BANK BUILDING AND PARKING” IN ARTICLE XIV OF CHAPTER 2 OF THE TERREBONNE PARISH CODE OF ORDINANCES, TO RENAME ARTICLE XIV TO EXPAND THE ARTICLE TO INCLUDE THE HANCOCK WHITNEY BANK BUILDING, AND TO RENUMBER AND AMEND THE REMAINING SECTIONS IN THE SAID ARTICLE TO OPERATE THE AVAILABLE COMMERCIAL LEASE SPACE WITHIN THE HANCOCK WHITNEY BANK BUILDING IN MANNER SIMILAR TO THE COMMERCIAL LEASE SPACE IN THE GOVERNMENT TOWERL; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, LSA-Const. Art. 6, §4 states in its pertinent part that “Except as inconsistent with this constitution, each local governmental subdivision which has adopted such a home rule charter or plan of government shall retain the powers, functions, and duties in effect when this constitution is adopted. If its charter permits, each of them also shall have the right to powers and functions granted to other local governmental subdivisions.” and,

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

WHEREAS, on November 28, 2023, the Terrebonne Parish Consolidated Government purchased the immovable property and improvements thereon at 7910 Main Street, Houma, LA 70360, which property is known as the Hancock Whitney Bank Building, plus the parking lot at 606 Belanger Street, Houma, LA 70360.

WHEREAS, the Terrebonne Parish Consolidated Government finds that granting the Parish President the same authority, and charging the Parish President with the same responsibility, regarding the Hancock Whitney Bank Building as set forth in Section 2-452 of Article XIV of the Terrebonne Parish Code of Ordinances regarding the Terrebonne Parish Government Tower, will promote governmental efficiency and benefit the citizens of Terrebonne Parish.

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, in due, regular, and legal sessions convened, that:

SECTION I

The heading at Terrebonne Parish Code Chapter 2, Article XIV. – TERREBONNE PARISH GOVERNMENT TOWER, shall be and is hereby amended to be “Article XIV. – ADMINISTRATIVE OPERATIONS FOR COMMERCIAL LEASES”

SECTION II

Section 2-452 of the Terrebonne Parish Code of Ordinances shall be and is hereby renumbered as Section 2-453, and is amended to read as follows:

Sec. 2-452453. Rental of Terrebonne Parish Government Tower and Parking Garage Rental and Hancock Whitney Bank Building and Parking Area.

(a) The parish president is charged with the responsibility of assessment of the square footage in the Terrebonne Parish Government Tower and the Hancock Whitney Bank Building available for government use and to advise the Parish Council of any surplus space available for commercial occupancy.

(b) The parish council shall review any surplus space available for commercial occupancy, as recommended by the parish president, and pursuant to Louisiana Revised Statute 33:4712, as amended, may declare that property available for lease.

(c) Pursuant to the authority granted by the laws of the state and this Code, certain space as designated herein is available for rental and use for all lawful purposes not inconsistent with the use of the property as a place for the conducting of the business of the parish. The parish president is hereby authorized to execute lease agreements for the following:

(1) Any surplus space declared to be available for commercial occupancy pursuant to ~~2-404(b)~~ Section 2-453(b) of this Code.

(2) The parish president may annually retain the services of a commercial real estate appraiser to file a report with the administration and parish council setting forth the fair market value of the rentable space and parking garage spaces and the parish president is hereby authorized to execute lease agreements in accordance with the fair market prices set forth therein.

(d) Any special lease agreements, containing any special provisions, commitments and/or obligations beyond the scope of the standard agreement, shall be presented to the full council, by the administration, to be approved by the council prior to authorization for signing by the president. A record of such authorization shall become a part of the approval and original agreement.

(e) Rental agreements entered into pursuant to this section shall include at minimum the following terms and conditions:

(1) Lessees, at their own expense, shall obtain and maintain during the continuation of the lease owner's, landlord's and tenant's liability insurance, written by an insurance company or companies approved by the parish and licensed to do business in the state, which insurance shall name the parish as an additional insured and will fully protect the parish and the parish's employees, officials, agents, heirs and assigns against any and all liability for property damage and personal injuries suffered by anyone for reason of the use or occupancy of the leased premises, such as insurance to carry limits of not less than five hundred thousand dollars (\$500,000.00) to apply in the case of one person injured, and five hundred thousand dollars (\$500,000.00) to apply in the case of any one occurrence, and five hundred thousand dollars (\$500,000.00) for property damage and evidence of such coverage shall be furnished to the city. Lessees shall also maintain any and all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the leased premises, including but not limited to necessary worker's compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking garage under the terms of the lease agreement.

(2) All agreements for the rental of space shall include fees and compensation at no less than a fair market value for the space. Fees and compensation may be negotiated by the parish president or his designee in order to render the property financially sound and self-sufficient, which shall include consideration of the occupancy rate of the facility.

(3) A clause allowing the termination or amendment of the rental agreement by the parish in the event the space subject to the rental agreement becomes necessary for use by the public after a declaration of necessity by the governing authority for the parish.

(4) Other terms and conditions that in the opinion of the parish attorney are necessary to comply with all laws of the state and the parish and adequately safeguard the legal interests of the parish in agreeing to rent the available net rentable space to the public or private sector.

(f) Lease agreements executed pursuant to this Section shall be filed with the clerk of court for the 32nd Judicial District, Terrebonne Parish, Louisiana and the Clerk of Council, within five (5) days of execution by the Parish President.

SECTION III

Section 2-453 of the Terrebonne Parish Code of Ordinances shall be and is hereby renumbered as Section 2-454, and is amended to read as follows:

Sec. 2-~~453~~454. Terrebonne Parish ~~parking garage use~~ of parking areas during emergencies.

The Terrebonne Parish President is hereby authorized to grant temporary use of Levels 5 and 6 of the parking garage adjacent to the Government Tower and the parking lot located at 606 Belanger Street, Houma LA 70360, to emergency responders, public safety agencies, and disaster recovery agencies during or in the aftermath of storm events or declared states of emergency, if, in his discretion the temporary use of the parking area would facilitate the TPCG's ability to promote the health, safety, or welfare of the citizens of the parish. The grant shall be in writing and in the form of executive order. The grantee shall obtain and maintain insurance as described in section 2-452(e)(1) of this code for the duration of the grant. The parish president may revoke the temporary grant of use at any time by subsequent executive order. The United States Coast Guard Houma Marine Safety Unit shall notify both the TPCG parish manager and the TPCG government buildings manager whenever they plan to use the TPCG parking garage facility located across on Gabasse Street adjacent to ~~from~~ the Robert J. "Bobby" Bergeron Government Towers Building ~~located at 8026 Main Street, Houma, LA.~~

SECTION IV

A new Section 2-452 of the Terrebonne Parish Code of Ordinances shall be and is hereby enacted as follows:

Sec. 2-452. Hancock Whitney Bank Building and Parking

The building and improvements situated at 7910 Main Street, Houma LA 70360, containing approximately ninety-eight thousand (98,000) square feet of office space together with the parking spaces, and adjacent parking lot at 606 Belanger Street, Houma LA 70360, shall be referred to for the purposes of this Code as the Hancock Whitney Bank Building and Parking.

SECTION V

All commercial office space in the Hancock Whitney Bank Building, except for the entire second floor, is available for lease. As such, all commercial space, except for the second floor of the building, is hereby deemed and declared surplus and not necessary for public use.

SECTION VI

The Hancock Whitney Bank Building and Parking shall be deemed and are hereby declared firearm-free zones in accordance with the provisions of Act 197 of the 1992 Legislature (R.S. 14:95.2 and 14:95.6, *et seq.*). Copies of the maps of the boundaries of the Hancock Whitney Bank Building and its Parking Area are attached to this Ordinance and incorporated herein. The administration of the Terrebonne Parish Consolidated Government shall add the maps of the boundaries of the Hancock Whitney Bank Building and its Parking Area, as attached, to its firearms-free zones index. As such, Section 19-9 (a) of the Code of Ordinances of Terrebonne Parish shall be and is hereby amended as follows:

Sec. 19-9. – Firearms-free zones.

(a) In accordance with the provisions of Act 197 of the 1992 Legislature (R.S. 14:95.2 and 14:95.6 *et seq.*), the maps attached to Ordinance No. 5014 and

Ordinance [cite to this ordinance] and incorporated therein are established as the boundaries of each firearms-free zone of the parish, and each map is hereby made an official public document and shall be placed with the clerk of court in accordance with law.

- (b) All penalties, definitions and/or provisions contained in R.S. 14:95.2 and 14:95.6 pertaining to firearms-free zones shall hereafter apply in the parish.

SECTION VII

The Hancock Whitney Bank Building and Parking shall be deemed and are hereby declared drug-free zones, in accordance with the provisions of Act 171 of the 1989 Legislature (R.S. 17:402, *et seq.*). Copies of the maps of the boundaries of the Hancock Whitney Bank Building and Parking Area are attached to this Ordinance and incorporated herein. The administration of the Terrebonne Parish Consolidated Government shall add the maps of the boundaries of the Hancock Whitney Bank Building and Parking, as attached, to its drug-free zones index.

As such, **Section 21-31. – Drug-free zones.** of the Code of Ordinances of Terrebonne Parish shall be and is hereby amended by adding, in alphabetical order, “Hancock Whitney Bank Building and Parking” to the itemized list of drug-free zones therein.

SECTION VIII

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 IX

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 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 _____, 20____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

SITE DIAGRAM



HISTORY OF THE SUBJECT PROPERTY

We researched the courthouse records of Terrebonne Parish to track the title history of the subject property. This was done to determine if any recent sales had taken place that might be indicative of subject's market value. The subject property is under the ownership of Hancock Whitney Bank, and has been for the past 40+ years.

The subject has been listed for sale with Mr. Michael Poe of Talbot Realty Group for roughly 1± year. The initial asking price was \$3,900,000, and was subsequently reduced to \$2,950,000. The subject is currently affected by a purchase agreement. Per a May 11, 2023, signed purchase agreement, Terrebonne Parish Consolidated Government has agreed to purchase the subject for \$3,000,000. According to Mr. Poe, the buyer made an offer above asking price to secure the deal because there were multiple interested parties at the time of the negotiation. Upon commencement of the sale, Hancock Whitney Bank will lease back roughly 9,000± square feet on the first floor (including the bank branch and associated drive-through canopy) for \$21.00/square foot for 5 years with “full service” structuring. We were not provided a draft lease agreement or LOI for the bank branch space.

We were provided two rent rolls for the subject, the most recent dated March 2023. As of that date, the property was leased to six tenants, with Hancock Whitney Bank occupying the first floor bank branch. Note that we were not provided copies of the lease agreements. A summary rent roll is provided below, with Hancock Whitney Bank listed as a tenant:

Commercial Lease Rent Roll											
Tenant/Lessee	Suite	Space Type	SF	% of Total	Lease Date Start	Lease Date End	Lease Term	Lease Type	Monthly Rent	Contract Rent	Contract Rent/SF
Hancock Whitney Bank		Bank Branch	9,000	9.2%			5 Yrs.	Full-Service	\$15,750	\$189,000	\$21.00
Hub International	303	Office	2,813	2.9%	3/1/2020	3/31/2025	5.08 Yrs.	Full-Service	\$3,868	\$46,415	\$16.50
Tansamerica	308	Office	3,173	3.2%	4/1/2005	4/30/2024	19.09 Yrs.	Full-Service	\$5,800	\$69,599	\$21.93
Kopfler & Herman	400	Office	3,290	3.4%	7/15/1992	MTM		Full-Service	\$3,975	\$47,705	\$14.50
Objective Medical	425	Office	934	1.0%	4/1/2013	MTM		Full-Service	\$1,401	\$16,812	\$18.00
Wilbert Billiot	183	Office	173	0.2%	4/1/2022	MTM		Full-Service	\$307	\$3,685	\$21.30
Aptm	460	Office	3,268	3.3%		MTM		Full-Service	\$5,855	\$70,262	\$21.50
Vacant Space			75,250	76.9%							
		Total Units	97,901	100.0%				Total		\$443,478	\$19.58
		Leased Units	22,651	23.1%							
		Vacant Units	75,250	76.9%							

PARISH OF TERREBONNE

STATE OF LOUISIANA

LEASE OF COMMERCIAL SPACE
IN ACCORDANCE WITH TERREBONNE PARISH CODE SECTION 2-453

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

I. THE PARTIES

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

and

TENANT, identified as follows:

Name: **Bayou Regional Arts Council**

EIN: **47-5443554**

Check One: Louisiana Corporation
 Louisiana Non-Profit Corporation
 Louisiana limited liability company
 Non-Louisiana Corporation (state: _____)
 Non-Louisiana limited liability company (state: _____)
 other: _____

Notice Address: **7910 Park Ave. Houma, LA 70364**

Authorized Representative: **Eugenia Ardoin**

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

Title of Authorized Representative: **Executive Director**

Email Address for Notice Purposes: director@bayouarts.org

who is hereinafter designated as "Tenant";

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

II. TPCG AUTHORITY

TPCG is authorized to enter into this agreement under Terrebonne Parish Code Section 2-453, as may be amended, and Ordinance No. _____.

III. EFFECTIVE DATE and TERM

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

2. **Lease Term.** The Lease Term shall include the Initial Term and any Renewal Terms. The **Initial Term** of this agreement shall be three (3) years, commencing on the effective date (“Initial

Term”). This agreement may be renewed in writing by mutual written consent for two subsequent three-year **Renewal Terms**.

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

IV. LEASED PREMISES

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

- a. Office Suite Number(s): **428**;
- b. Consisting of a total of **179** square feet;
- c. together with a non-exclusive right, in common with others, to use (including for access, ingress, egress, utilities and parking, as applicable) the “Common Areas” of the Property and the underlying land and improvements thereto that are designed for use in common by all occupants of the Property and their respective employees, agents, customers, invitees and others.

hereinafter referred to as the “Leased Premises.”

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

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

V. RENT and OTHER CONSIDERATION

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

1. **Rent.** Tenant shall pay Rent in an amount of **\$1.70** per square foot per month (or **\$302.81** per month) during the Initial Term of this Lease, with all such payments due, in advance, on the first day of each calendar month included within the applicable Lease Year. Parties agree that the Rent includes fees and compensation at no less than fair market value for the Leased Premises.
2. **Adjustments to Rent during Renewal Terms.** The monthly Rent payable under Article V, paragraph 1, above, shall be adjusted by an increase of 3% commencing with the first month

of the first Renewal Term, and another increase of 3% commencing with the first month of the second Renewal Term.

3. Security Deposit.

VI. USES, ALTERATIONS, SECURITY, WAIVERS

1. **Permitted Use.** TENANT shall have the right to occupy and use the Leased Premises for any lawful commercial purpose, except for retail banking, non-governmental financial services, ATM, Vaults, and Safe Deposit Boxes.

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

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

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

4. **Property Rules.** Tenant acknowledges receipt of, and it shall comply with, all written rules of the Property promulgated by TPCG, which may be amended from time to time, for the safety, care, and cleanliness of the Property and for preservation of good order. It shall train its employees and inform its agents, assigns, and invitees of those rules.

5. **Disclaimer.** TENANT STIPULATES AND AGREE THAT TENANT HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE TENANT SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO TENANT OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE TENANT, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

VII. INSURANCE

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

TENANT shall maintain at its cost the following insurance coverage for injury to persons or property during its occupancy and use of the Leased Premises:

1. commercial general insurance liability coverage for injury to persons or property occurring covering Tenant's use of the Leased Premises, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) DOLLARS to apply in the case of one person injured, FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) to apply in the case of any one occurrence, and FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) for property damage.
2. all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the Leased Premises, including but not limited to necessary workers' compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking areas.
3. Special Cause of Loss Form Insurance (in a form reasonably satisfactory to TPCG), in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto), which insurance shall waive coinsurance limitations.
4. All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to TPCG, licensed to do business in the State in which the Leased Premises is located, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to TPCG. In addition, Tenant shall name TPCG, and any mortgagee requested by TPCG, as additional insureds under its commercial general liability policy (but only to the extent of the limits required hereunder). Upon Tenant's receipt of a request from TPCG, Tenant shall provide TPCG with copies of certificates of insurance, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish TPCG with such certificates of insurance, TPCG may obtain such insurance on Tenant's behalf and Tenant shall reimburse TPCG upon demand for the cost thereof as additional Rent. TPCG reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other TPCGs of similar buildings in the area to require similar sized Tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.
5. Waiver of Subrogation. Tenant does hereby release and discharge TPCG and any officer, agent, employee or representative of TPCG, of and from any liability whatsoever, except for liability arising out of TPCG's, or any officer, agent, employee or representative of TPCG's, negligence or willful misconduct, hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance is carried or required to be carried by Tenant at the time of such loss, damage or injury to the extent of any recovery by Tenant under such insurance.

VIII. INDEMNIFICATION

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

of TENANT, its agents, servants, employees, assigns, or invitees, and (b) arising from or in any way related to any occurrence, in, upon, or at the Leased Premises or the occupancy or use by TENANT, its agents, servants, employees, assigns, or invitees, or any part thereof.

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

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

IX. MAINTENANCE

1. Tenant leases and accepts the Leased Premises in their condition on the commencement date of this lease, and acknowledges that the Leased Premises are in good and satisfactory condition, and assumes responsibility throughout the term of this lease for maintaining the Leased Premises in good, orderly, and safe condition and state of repair including, without limitation, replacement of any glass broken on the inside of the Leased Premises and replacement of any glass broken on the outside of the Leased Premises if damaged by Tenant (otherwise TPCG is responsible for any glass broken on the outside of the Leased Premises), and maintenance of lighting fixtures and replacement of lamps, bulbs, and ballasts. Tenant shall furthermore promptly repair all damage or injury to other parts of the Property, if such damage or injury is caused by or attributable to activities or omissions of Tenant, its servants, agents, employees, invitees, or licensees.

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

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

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

5. If Tenant fails on 15-days written notice to proceed with due diligence to make repairs required to the Leased Premises that are necessary in the reasonable judgment of TPCG, then TPCG may (but shall not be obligated to) make such repairs at the expense of the Tenant, and the expense thereof

incurred by TPCG shall be collected as additional rent in the next installment of rent falling due or, at TPCG's option, at any time thereafter.

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

X. DEFAULT

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

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

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

XI. REMEDIES

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

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

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

XII. TERMINATION

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

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

XIII. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to TPCG in broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Leased Premises all of Tenant's Property, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. All of Tenant's Property that is not removed within thirty (30) days following expiration or earlier termination of this Lease shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section shall survive the expiration or any earlier termination of this Lease.

XIV. DESTRUCTION OF LEASED PREMISES

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

XV. NOTICES

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

XVI. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

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

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

WITNESSES:

TENANT:

X: _____
BY:
ITS:



Wednesday, March 13, 2024

Item Title:

John Kennedy Lease

Item Summary:

An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and John Kennedy in his official capacity as United States Senator to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Ordinance	2/21/2024	Ordinance
Backup	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and John Kennedy, in his official capacity as United States Senator to lease space in the TPCG-owned building at 7910 main street, Houma La 70360.

PROJECT SUMMARY (200 WORDS OR LESS)

Authorizes Parish President to enter into a lease with the Senator John Kennedy

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

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:

Revenue: \$3,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

s/Kandace M. Mauldin, CFO

2/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) BETWEEN TPCG AND JOHN KENNEDY, IN HIS OFFICIAL CAPACITY AS UNITED STATES SENATOR TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360.

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

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

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

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

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

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with United States Senator John Kennedy in his official capacity, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

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

Section III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

Chairman
Terrebonne Parish Council

Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

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

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

Council Clerk
Terrebonne Parish Council

United States Senate
Home State Office Lease Agreement
Washington, DC 20510

1. THIS LEASE AGREEMENT ("Lease") is made by and between TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("Landlord") and the HONORABLE JOHN KENNEDY, ("Tenant") in his official capacity and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. §6317, relating to Home State Office Space for United States Senators. It is hereby agreed as follows, and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

2. BASIC LEASE TERMS and DEFINITIONS:

- a. PREMISES: **195** usable square feet located in the Building as shown on the location plan attached as Exhibit A.
- b. BUILDING: Hancock Whitney Bank Building is a four story parish government-owned building.
- c. BUILDING ADDRESS: 7910 Main Street, Houma, LA 70361
- d. TERM: Twenty-one (21) full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term.
- e. COMMENCEMENT DATE: March 14, 2024, or the date Tenant takes possession of the Premises (except for the installation of any pre-occupancy work pursuant to Section 3 below), if earlier.
- f. EXPIRATION DATE: January 2, 2026
- g. RENT: Payable in *level* monthly installments as follows -
MONTHS: 21
MONTHLY INSTALLMENTS: **\$250**
ANNUAL RENT: **\$3,000 (\$15.39** per usable square foot)
Plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on a thirty day (30) day basis and the amount of the monthly installment specified *above*.
- h. NO SEPARATE CHARGES: No separate charges for any operating expense, cost of living increase, pro rata expense, escalation, taxes, permits, fees or any other adjustment(s) during the term of this lease.
- i. USE OF PREMISES: General office use and related activities.
- j. PARKING: Tenant, Tenant's employees and guests may park at no additional charge in the parking lot adjacent to the Building on a non-exclusive and non-reserved basis. The Landlord agrees to notify the Tenant and the U.S. Senate Sergeant at Arms of any change in parking space assignment(s).
- k. EARLY TERMINATION: Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Senate Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or materially interferes with Tenant's use of the Premises for the intended purpose.

lease may be terminated by the Tenant or the U.S. Senate Sergeant at Arms in the event of the Tenant's resignation, expulsion, or death by providing sixty (60) days' advance written notice to the Landlord of intention to terminate. In the event of fire, flood, natural disaster, condemnation, contamination or any other occurrence resulting in the loss of the building or otherwise rendering the premises untenantable or unfit for the intended use, the Tenant may terminate this lease by providing sixty (60) days advance written notice to the Landlord.

5. RENT: The rent shall include all applicable Federal, State and local taxes and duties, all occupancy and user permits and fees, and all costs for parking as provided herein. Rent shall be due on or about the last day of each month and Landlord shall submit an original invoice in a form approved by the U.S. Senate Sergeant at Arms (Exhibit G). Invoices shall be sent electronically via email to stateofficeliasion@saa.senate.gov with subject line containing Tenant's name as identified in Section 1 and the city, state and zip code of the premises. If the invoice cannot be sent electronically, the original invoice may be mailed to the following address: U.S. Sergeant at Arms, Accounts Payable Department, Washington DC 20510-7205. Upon direction from the Tenant and the U.S. Sergeant at Arms, the Secretary of the Senate will pay the Landlord the sum due on a properly submitted invoice. Any payment made to the Landlord by the Secretary of the Senate for any period after this lease has expired or has otherwise been terminated shall be refunded by the Landlord without formal demand. Payments for any fractions of a month shall be prorated on a thirty (30) day basis. Any month-to-month holdover tenancy, if applicable, shall be at the same base rent as in effect at the expiration of this Agreement. Landlord agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Secretary of the Senate with the necessary banking information to facilitate such payments. Notwithstanding any other provision in this lease or any amendment, modification or addition hereto, 2 U.S.C. §6317 limits the maximum annual rate that may be paid to the Landlord for rental of the leased premises and any included fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall at no time exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located multiplied by the number of square feet contained in that office used by the Senator and his employees to perform their duties.
6. REQUIRED FORMS- Landlord agrees to provide the United States Senate Disbursing Office a current Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification." The form shall be sent electronically via e-mail to stateofficeliasion@saa.senate.gov with the subject line containing Landlord's name as identified in Section 1 and "Form W-9". If the form cannot be sent electronically, the original form may be mailed to the following address: United States Senate, Sergeant at Arms, State Office Liaison, Postal Square Building, 6th Floor, Washington, DC 20510 or faxed to (202) 228-4963.
7. TENANT RELOCATION: Landlord agrees not to relocate Tenant for the Term of this Lease, including any extension or holdover periods, except by agreement of the Tenant to the proposed move requested by the Landlord. In the event the Tenant chooses to accept Landlord's offer to relocate to a different Premises, Landlord shall not increase the monthly rent if the offered Premises is larger or greater in value in terms of square feet, amenities, or location. Landlord shall also reimburse the Tenant for reasonable costs involved with affecting the change in Premises, including but not limited to, initial alterations (if necessary), installation of required security enhancements, moving of furniture and office equipment, new signage and an allowance for making notification to constituents, updating of web-sites/social media and the acquisition of new stationary.
8. QUIET ENJOYMENT: Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises.
9. SECURITY DEPOSIT: No security deposit shall be required of the Tenant for this lease or for any parking passes or other identification device. Landlord shall provide sufficient number of keys, key fobs, and/or other electronic security system passes required for entry into the premises and/or building as requested by Tenant, and as mutually agreed to by Tenant and Landlord, at no additional cost to Tenant. The Landlord shall also provide Tenant at Landlord's sole expense any replacement keys, replacement key fobs, or replacement of other electronic security system passes provided by the Landlord and/or property management company as requested by Tenant.

- 10 UTILITIES AND SERVICES: Landlord shall provide the following utilities and services for the normal use and occupancy of the premises for general office purposes at no additional cost to the Tenant: Heating, ventilation and air conditioning (HVAC); Electricity (including providing replacement/installation of lighting tubes, lamp ballasts, starters, bulbs and LED bulbs as appropriate for the premises); Water; Janitorial Services (to include all cleaning and lavatory/washroom supplies, vacuuming, dusting, trash removal including recycling and the provisioning of all required recycling containers on a daily basis; Elevator(s); The following services shall be provided on an annual basis: Extermination and Pest Control; Deep Professional Carpet Cleaning; and Window Washing; Availability of Telephone, Broadband Internet services; and other as such may be arranged for and agreed upon by Landlord and Tenant.
- 11 CABLE TELEVISION: Intentionally Omitted.
12. MAINTENANCE AND REPAIRS: The Landlord shall maintain the Property including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the landlord under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Tenant's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. Landlord shall keep the building and leased premises in compliance with all applicable state and local building, safety and fire codes. For the purpose of so maintaining the premises, the Landlord may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Tenant, the Landlord shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Landlord shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Commencement Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Landlord's compliance with this clause. Landlord agrees to provide for snow removal for parking areas, sidewalks, or other access points to the Leased Premises. Landlord shall be liable for any damage, either to persons or property, sustained by Tenant or and of his/her employees or guests, caused by Landlord's failure with respect to maintenance and repairs as described above.
13. BUSINESS HOURS: Normal business hours for Tenant shall be Monday through Friday, 8:00 o'clock AM to 5:00 o'clock PM, unless otherwise agreed to by Landlord and Tenant.
14. 24 x 7 ACCESS TO PREMISES: Tenant requires access to the premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Tenant for non-business hours usage of Premises.
15. LANDLORD'S RIGHT TO ENTER PREMISES: Landlord and its agents, servants and employees may enter the Premises at reasonable times, and at any time in an emergency, without charge, liability or abatement of any rent, to: make repairs, alterations, improvements and additions either required by this Lease or advisable to preserve the integrity, safety and good order of part or all of the Premises or building, provide trash removal and janitorial services required by this Lease, comply with applicable laws under Section 17, show the Premises to prospective lenders or purchasers and, during 120 days immediately before the Lease ends, to prospective tenants, accompanied by a Tenant representative, if so requested by the Tenant, and remove any alterations made by the Tenant in violation of Section 20. Notwithstanding the above, entry is conditioned upon Landlord's: Giving the Tenant at least 24 hours advance notice, except in emergency, promptly finishing any work for which Landlord entered and causing the least practicable interference to the Tenant's operations.
16. EARLY TERMINATION: Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Sergeant at Arms upon resignation, expulsion, or death of the Tenant; or may be terminated by Tenant upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster, condemnation or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or unusable for the intended purpose.
17. INSURANCE AND INDEMNIFICATION: The Landlord and Tenant acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, under which recovery may be sought through the United States Senate Sergeant at Arms for any injury

or loss arising under this lease due to the negligent or wrongful act or omission of Tenant or any of Tenant's employees acting within an official scope and capacity. Tenant, the United States Sergeant at Arms, and their agents, employees or invitees, shall not be required to provide any certificates of insurance to Landlord. Landlord further agrees that neither the Tenant nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the Landlord against any liability of the Landlord to any third party claim that may arise during or as a result of the Lease or Tenant's occupancy. Landlord hereby indemnifies and agrees to defend and hold harmless the Tenant and its officers, agents and servants harmless from claims for personal injury, death or property damage, caused by the negligence or willful misconduct of the Landlord and from all claims, demands, fines, penalties, charges and orders, judgments and enforcement actions of any kind, and all costs and expenses incurred in connection with claims arising out of Hazardous Substances, the presence on the Property of any Hazardous Substances or any spilling, leaking, pumping or other release into the environment (collectively a "discharge") of any Hazardous Substance from the Property in violation of any Environmental Laws, or any activity by Landlord or any predecessors in title to the Property regarding the handling, storage or disposition of Hazardous Substances at any time present on or under the Property.

18. COMPLIANCE: During the term, Landlord shall comply with all applicable laws regarding the building and the property, including without limitation Environmental Laws and with the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto ("ADA"), and Landlord shall comply with and perform both the Landlord's obligations, if any, as a public accommodation pursuant to Title 111 of the ADA and the Tenant's obligations as a public entity pursuant to title II of the ADA for the premises and all common areas that service the premises. Landlord certifies that the Property (including the premises) are or will be free of asbestos or non-contained asbestos on the commencement date and remain so throughout the term of the lease. If an asbestos inspection has been conducted, Landlord shall furnish a copy to the Tenant ten (10) days prior to the commencement date. Landlord shall certify that the building or premises have not been used for the storage or disposal of any toxic or hazardous substances and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the Property. Tenant will comply, and will cause its employees and agents to comply, with the Building Rules to the extent that the Building Rules do not interfere, conflict or unreasonably restrict the intended use of the Premises or pose a risk to personal safety.
19. SIGNS: The Landlord shall provide and pay for suitable suite signage which designates the Senator's office in accordance with Tenant's specifications. Landlord, at Tenant's request, shall include the Tenant's name in all building directories throughout the building at no cost to the Tenant. Changes to such directory shall be at no additional cost to the Tenant. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable laws and the Building Rules. Landlord agrees to permit the conspicuous posting of sign(s) in the Building and/or Leased Premises required by statute or regulation for Federal facilities, including but not limited to, notice of the provisions of 18 U.S.C. §930 (h) concerning the possession of firearms or other dangerous weapons in Federal facilities.
20. SECURITY: The Landlord shall provide and pay for security in accordance with building standards, including adequate lighting in parking areas. Landlord hereby provides authorization for the Tenant to provide and install security enhancements to the leased premises at Tenant's sole cost and expense. Tenant shall not be required to return the leased premises to their original condition upon the termination of this lease. Any alarm system and monitoring which is currently provided, shall continue to be provided by the Landlord until such time as the U.S. Senate Sergeant at Arms provides the security enhancements mentioned herein. Upon the installation of the new U.S. Senate Sergeant at Arms-provided enhancements, the Landlord shall have the old security system removed at Landlord's expense.
21. CAPITAL IMPROVEMENTS: Capital improvements to the leased premises shall be made only upon written application to and/or written approval of the Landlord, which shall not be unreasonably withheld. Any improvement, physical modification or other alteration so requested by the Tenant or required by state or local code/law after initial occupancy shall be at Landlord's expense, which may be recouped in the monthly rent subject to and upon the prior approval of the Sergeant at Arms. All improvements shall be made in good workmanlike manner, and in accordance with all state and local building codes and in accordance with the American with Disabilities Act of 1990. All work performed at the request of the Tenant and the United States Senate Sergeant at Arms must be completed in accordance with Exhibits herein provided. Any modifications to the standards and scope of work described in the Exhibits to this Lease must be pre-approved by the United States Senate Sergeant at Arms

22. TENANT COOPERATION WITH "GREEN INITIATIVES": Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiatives."
23. ASSIGNMENT: Landlord shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to the Tenant. and agrees that any such assignment without such notice shall be void for purposes of this Lease. Landlord shall file copies of any such notice with the Tenant and the U.S. Senate Sergeant at Arms at the notification addresses provided in the Lease, Tenant agrees not to assign or sublet the Premises.
24. SALE OR TRANSFER OF LEASED PREMISES: Landlord shall provide thirty (30) days' prior *written* notice to Tenant and the U.S. Senate Sergeant at Arms in the event of any sale to a third party of any part of the leased Premises, or Landlord transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Notice shall be sent to the Tenant and U.S. Senate Sergeant at Arms at the addresses in the Lease.
25. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT: Landlord warrants that it holds such title to or other interest in the premises and other property as is necessary to the Tenant's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Tenant agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Tenant agrees, however, within twenty (20) business days next following the Tenant and the U.S. Senate Sergeant at Arms receipt of a written demand, to execute such instruments as Landlord may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Landlord if such easement does not interfere with the full enjoyment of any right granted the Tenant under this lease.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Tenant under this lease so long as the Tenant is not in default under this lease. Landlord will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Landlord warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the U.S. Senate Sergeant at Arms promptly upon demand.

In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Tenant will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Landlord under this lease, so as to establish direct privity of estate and contract between Tenant and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Tenant; provided, further, that the Tenant and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery *in lieu* of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Tenant's rights as a United-States Government entity.

26. **TENANT'S PERFORMANCE:** The Tenant enters into this lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the agreement. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Landlord by the Tenant under the terms of this lease *are made* solely on behalf of the Senator (Tenant) in the Senator's official and representational capacity. The Landlord agrees to look solely to the Tenant for payment or otherwise and *such* Senator, in his official capacity, assumes all liability for performance of this lease agreement. Landlord shall provide Tenant and the Senate Sergeant at Arms written notification of any default made by Tenant under the terms of this agreement. Prior to the Landlord taking any action against Tenant for default, Tenant shall have sixty (60) days to cure any default after receipt of written notice from Landlord; however, if such default cannot be cured within such period, Tenant shall have such reasonable period of time as needed to cure such default. Tenant shall not be subject to surcharges, charges, attorney's fees, interest, penalties, or similar fees arising from Tenant's default or otherwise.
- 29 **CONFLICT OF INTEREST:** The Landlord certifies and warrants that the Landlord has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this agreement. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Landlord agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Landlord is a party, public or private, or which the Landlord undertakes during the period of this contract (including contracts entered into during the period of this contract which include duties to be fulfilled after the termination of this contract). Landlord further certifies and warrants that this Lease is entered into at fair market value as the result of a bona fide, arms length, marketplace transaction. The Landlord and Tenant certify that the parties are not relatives, nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
30. **INCORPORATION:** This lease constitutes the entire agreement between the parties and each party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein.
31. **MODIFICATIONS:** Any changes, additions, modifications or amendments to the lease agreement which are inconsistent with the paragraphs set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the parties and approved by the U.S. Senate Sergeant at Arms. Copies of any proposed modifications shall promptly be provided to the U. S. Senate Sergeant at Arms at the notice address in this Lease. Any changes, additions, modifications or amendments to the Lease inconsistent with or contrary to Law or Public Policy, including but not limited to, 2 U.S.C §6317 (Home State office space for Senators, lease of office space), 28 U.S.C. §§ 2671-80 (Federal Tort Claims Act) and 31 U.S.C. §§ 1341, 1517(a) (Antideficiency Act), shall be null and void.
32. **TERMS SEPARATE AND INDEPENDENT:** Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.
33. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every provision of this lease including delivery of the leased premises.

34. ENFORCEABILITY: If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.
35. COUNTERPARTS: This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
36. SECTION HEADINGS: The captions and section headings in this Lease are for convenience only and do not in any way define, limit, describe or amplify the terms of this Lease.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

LANDLORD:

TENANT:

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Honorable John Kennedy
United States Senator

Date: _____

Date: _____



Wednesday, March 13, 2024

Item Title:

Steve Scalise Lease

Item Summary:

An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Steve Scalise in his official capacity as United States Congressman to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Ordinance	2/21/2024	Ordinance
Backup	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Steve Scalise, in his official capacity as United States Congressman to lease space in the TPCG-owned building at 7910 main street, Houma la 70360.

PROJECT SUMMARY (200 WORDS OR LESS)

Authorizes Parish President to enter into a lease with the Congressman Steve Scalise

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

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:

Revenue: \$3,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

s/Kandace M. Mauldin, CFO

2/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) BETWEEN TPCG AND STEVE SCALISE, IN HIS OFFICIAL CAPACITY AS UNITED STATES CONGRESSMAN TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360.

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

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

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

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

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

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with United States Congressman Steve Scalise in his official capacity, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

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

Section III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

Chairman
Terrebonne Parish Council

Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

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

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

Council Clerk
Terrebonne Parish Council

**LEASE AGREEMENT FOR
LEGISLATIVE OFFICE SPACE**

This is a lease agreement between Terrebonne Parish Consolidated Government and ~~State~~ Steve Scalise Congressman, State Senator, District # 1 for lease of office space located at 7910 Main St. Houma, LA 70360. The

leased space consists of 152 square feet, at a rate of \$250 per month, as identified in the floor plan, a copy of which is attached hereto. In addition to the space utilized for the legislative offices, the Lessor shall also provide: utilities, maintenance, fax machine access, visitor parking, access to restrooms, use of waiting areas, and use (pre-scheduled) of conference areas and may provide janitorial services.

The term of the lease shall begin on March 14, 2024 and shall terminate on January 2, 2025. The rent shall be payable on the last day of each month and shall be remitted to Terrebonne Parish Consolidated Government at the following address: attn. CFO, PO Box 2768, Houma LA 70361.

In the event that Lessee no longer holds the office of Senator for Senate District # 1, the lease shall terminate at the end of the month following the month the vacancy occurred. The lease shall also terminate in the event that funding for the legislative district office is reduced or eliminated.

The Lessor acknowledges that the Lessee may designate the Louisiana State Senate as Lessee's agent whose mandate is limited to paying the rent on the leased premises.

Lessor shall be responsible for all repairs and maintenance to the leased premises.

This lease is for the purpose of providing office space for the member named in this instrument; no title, allowances, premiums, or anything of value shall inure to the benefit of the member at any time because of this agreement. The member named in this lease is not related by marriage or through blood relations in the first degree to anyone who has a financial interest either directly or indirectly in the property leased by the member.

Lessor agrees to carry fire and extended coverage insurance on the building structure equal to at least 80% of its value.

All of the covenants, provisions, terms, agreements, stipulations and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. However, the lease shall not be binding upon the heirs or successors of the Lessee.

Lessee:

Lessor:

(Signature)

Steve Scalise

(Printed Name)

State Senator District # 1

(Signature)

Jason W. Bergeron

(Printed Name)

Title Parish President

Address



Wednesday, March 13, 2024

Item Title:

Mike Fesi Lease

Item Summary:

An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG Mike Fesi in his official capacity as Louisiana State Senator to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Ordinance	2/21/2024	Ordinance
Backup	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG Mike Fesi, in his official capacity as Louisiana State Senator to lease space in the TPCG-owned building at 7910 main street, Houma La 70360.

PROJECT SUMMARY (200 WORDS OR LESS)

Authorizes Parish President to enter into a lease with the Mike Fesi

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

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:

Revenue: \$6,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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s/Kandace M. Mauldin, CFO

2/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) BETWEEN TPCG AND MIKE FESI, IN HIS OFFICIAL CAPACITY AS STATE OF LOUISIANA SENATOR TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360.

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

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

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

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

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

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with Louisiana State Senator Mike Fesi in his official capacity, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

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

Section III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

Chairman
Terrebonne Parish Council

Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

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

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

Council Clerk
Terrebonne Parish Council

**LEASE AGREEMENT FOR
LEGISLATIVE OFFICE SPACE**

This is a lease agreement between _____ and _____, State Senator, District # _____ for lease of office space located at _____, LA _____. The leased space consists of _____ square feet, at a rate of \$_____ per month, as identified in the floor plan, a copy of which is attached hereto. In addition to the space utilized for the legislative offices, the Lessor shall also provide: utilities, maintenance, fax machine access, visitor parking, access to restrooms, use of waiting areas, and use (pre-scheduled) of conference areas and may provide janitorial services.

The term of the lease shall begin on _____ and shall terminate on _____. The rent shall be payable on the last day of each month and shall be remitted to _____ at the following address: _____.

In the event that Lessee no longer holds the office of Senator for Senate District #____, the lease shall terminate at the end of the month following the month the vacancy occurred. The lease shall also terminate in the event that funding for the legislative district office is reduced or eliminated.

The Lessor acknowledges that the Lessee may designate the Louisiana State Senate as Lessee's agent whose mandate is limited to paying the rent on the leased premises.

Lessor shall be responsible for all repairs and maintenance to the leased premises.

This lease is for the purpose of providing office space for the member named in this instrument; no title, allowances, premiums, or anything of value shall inure to the benefit of the member at any time because of this agreement. The member named in this lease is not related by marriage or through blood relations in the first degree to anyone who has a financial interest either directly or indirectly in the property leased by the member.

Lessor agrees to carry fire and extended coverage insurance on the building structure equal to at least 80% of its value.

All of the covenants, provisions, terms, agreements, stipulations and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. However, the lease shall not be binding upon the heirs or successors of the Lessee.

Lessee:

Lessor:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

State Senator District # _____

Title

Address



Wednesday, March 13, 2024

Item Title:

TEDA Lease

Item Summary:

An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and TEDA to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/22/2024	Executive Summary
Ordinance	2/22/2024	Ordinance
Backup	2/22/2024	Backup Material
Backup	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and TEDA to lease space in the TPCG-owned building at 7910 Main Street, Houma La 70360.

PROJECT SUMMARY (200 WORDS OR LESS)

Authorizes Parish President to enter into a CEA with TEDA

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

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:

Revenue: \$16,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

s/Kandace M. Mauldin, CFO

2/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) BETWEEN TPCG AND TERREBONNE ECONOMIC DEVELOPMENT AUTHORITY (TEDA) TO LEASE SPACE TO TEDA IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360

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

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

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

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

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

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with TEDA, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

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

Section III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

Chairman
Terrebonne Parish Council

Tammy Triggs, Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

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

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

Tammy Triggs, Council Clerk
Terrebonne Parish Council

PARISH OF TERREBONNE

STATE OF LOUISIANA

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

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

I. THE PARTIES

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

and

TENANT, identified as follows:

Name: Terrebonne Economic Development Association (TEDA)

EIN: _____

Check One: political subdivision of the state of Louisiana
 agency of the state of Louisiana
 state of Louisiana
 agency of the United States of America
 United States of America
 elected official in his/her official capacity
 other: _____

Mailing Address: _____

Authorized Representative: Cohen Guidry

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

Title of Authorized Representative: Executive Director

Email Address for Notice Purposes: Cohen Guidry cguidry@tpeda.org

who is hereinafter designated as "Tenant";

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

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

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

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

II. PURPOSE

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

III. EFFECTIVE DATE and TERM

1. The **effective date** of this agreement shall be March 14, 2024.

2. **Lease Term.** The Lease Term shall include the Initial Term and any Renewal Terms. The **Initial Term** of this agreement shall be three (3) years, commencing on the effective date (“Initial Term”). This agreement may be renewed in writing by mutual written consent for two subsequent three-year **Renewal Terms**.

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

IV. LEASED PREMISES

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

- a. Office Suite Number(s): **300**;
- b. Consisting of a total of **1,276** square feet;
- c. together with a non-exclusive right, in common with others, to use (including for access, ingress, egress, utilities and parking, as applicable) the “Common Areas” of the Property and the underlying land and improvements thereto that are designed for use in common by all occupants of the Property and their respective employees, agents, customers, invitees and others.

hereinafter referred to as the “Leased Premises.”

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

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

V. RENT and OTHER CONSIDERATION

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

1. **Rent.** Tenant shall pay Rent in an amount of \$1.17 per square foot per month (or \$1,333.33 per month) during the Initial Term of this Lease, with all such payments due, in advance, on the first day of each calendar month included within the applicable Lease Year. Parties agree that the Rent includes fees, compensation, and other applicable consideration at no less than fair market value for the Leased Premises.
2. **Adjustments to Rent during Renewal Terms.** The monthly Rent payable under Article V, paragraph 1, above, shall be adjusted by an increase of 3% commencing with the first month of the first Renewal Term, and another increase of 3% commencing with the first month of the second Renewal Term.
3. **Additional consideration (optional).** If applicable to this agreement, and in lieu of Tenant's payment of the full market value of rent to TPCG, Tenant agrees, as additional consideration of lease of Leased Premises herein, to perform the public services identified in the attached Schedule of Additional Consideration, which is made a part of this agreement.
4. **Security Deposit.** Waived.

VI. USES, ALTERATIONS, SECURITY, WAIVERS

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

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

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

3. **Signs and lettering.** TPCG shall provide and install all letters and numerals on or about the entrance to the Property and Leased Premises. All such letters and numerals shall be in the building's standard graphics. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Leased Premises, or which otherwise may be visible from outside the Leased Premises,

unless approved in writing by TPCG. TPCG shall maintain in one or more segments of the Common Areas such building directories, at TPCG's cost and discretion, containing Tenant's name and location within the building.

4. **Property Rules.** Tenant acknowledges receipt of, and it shall comply with, all written rules of the Property promulgated by TPCG, which may be amended from time to time, for the safety, care, and cleanliness of the Property and for preservation of good order. It shall train its employees and inform its agents, assigns, and invitees of those rules.

5. **Disclaimer.** TENANT STIPULATES AND AGREE THAT TENANT HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE TENANT SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO TENANT OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE TENANT, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

VII. INSURANCE

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

TENANT shall maintain at its cost the following insurance coverage for injury to persons or property during its occupancy and use of the Leased Premises:

1. commercial general insurance liability coverage for injury to persons or property occurring covering Tenant's use of the Leased Premises, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) DOLLARS to apply in the case of one person injured, FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) to apply in the case of any one occurrence, and FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) for property damage.
2. all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the Leased Premises, including but not limited to necessary workers' compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking areas.
3. Special Cause of Loss Form Insurance (in a form reasonably satisfactory to TPCG), in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto), which insurance shall waive coinsurance limitations.
4. All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to TPCG, licensed to do business in the State in which the Leased Premises is located, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to TPCG. In addition, Tenant shall name TPCG, and any mortgagee requested by TPCG, as additional insureds under its

commercial general liability policy (but only to the extent of the limits required hereunder). Upon Tenant's receipt of a request from TPCG, Tenant shall provide TPCG with copies of certificates of insurance, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish TPCG with such certificates of insurance, TPCG may obtain such insurance on Tenant's behalf and Tenant shall reimburse TPCG upon demand for the cost thereof as additional Rent. TPCG reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other TPCGs of similar buildings in the area to require similar sized Tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

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

VIII. INDEMNIFICATION

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

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

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

IX. MAINTENANCE

1. Tenant leases and accepts the Leased Premises in their condition on the commencement date of this lease, and acknowledges that the Leased Premises are in good and satisfactory condition, and assumes responsibility throughout the term of this lease for maintaining the Leased Premises in good, orderly, and safe condition and state of repair including, without limitation, replacement of any glass broken on the inside of the Leased Premises and replacement of any glass broken on the outside of the Leased Premises if damaged by Tenant (otherwise TPCG is responsible for any glass broken on the outside of the Leased Premises), and maintenance of lighting fixtures and replacement of lamps, bulbs, and ballasts. Tenant shall furthermore promptly repair all damage or injury to other parts of the Property, if such damage or injury is caused by or attributable to activities or omissions of Tenant, its servants, agents, employees, invitees, or licensees.

2. Tenant, at its sole expense, shall properly maintain and keep the Leased Premises in good working order and repair (ordinary wear and tear, and casualty and condemnation excepted), including without limitation, plate glass, windows, lobby entry and interior doors, locks and knobs, safety equipment (including fire suppressions systems/extinguishers and comply with annual inspections as

required), store fronts, interior walls, light bulbs and light fixtures, plumbing fixtures, electrical circuits and devices (including breakers, panels and sub-panels, transformers and any and all electrical equipment) and supplemental HVAC equipment (inclusive of refrigerant and filters). Tenant shall at Tenant's expense maintain and keep in good repair the heating and cooling equipment in said Leased Premises. Tenant shall keep those areas adjacent to the Leased Premises clean and free of all trash and debris. Any and all maintenance and repairs shall be completed and performed by properly state licensed and insured vendors, acceptable to TPCG in its reasonable discretion, in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances. Tenant shall cause all of Tenant's contractors to name TPCG as an additional insured on all policies of insurance covering work performed as contemplated under this Section.

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

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

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

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

X. DEFAULT

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

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

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

XI. REMEDIES

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

1. TPCG may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse TPCG as additional Rent for any costs and expenses that TPCG thereby incurs; and TPCG

shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of TPCG's action.

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

XII. TERMINATION

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

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

XIII. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to TPCG in broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Leased Premises all of Tenant's Property, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. All of Tenant's Property that is not removed within thirty (30) days following expiration or earlier termination of this Lease shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section shall survive the expiration or any earlier termination of this Lease.

XIV. DESTRUCTION OF LEASED PREMISES

If the Leased Premises are damaged by any casualty and, in TPCG's reasonable opinion, the Leased Premises (exclusive of any alterations made to the Leased Premises by Tenant) can be restored to their preexisting condition within one hundred eighty (180) days after the date of the casualty, TPCG

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

XV. NOTICES

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

XVI. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

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

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

WITNESSES:

TENANT:

X: _____
BY:
ITS:

SCHEDULE OF ADDITIONAL CONSIDERATION

In addition to the rent as provided for in this cooperative endeavor agreement, Tenant agrees to provide TPCG with additional consideration for the Lease, as follows:

a. Tenant and TPCG agree to terminate that certain *Cooperative Endeavor Agreement Lease of Premises*, entered into between TPCG and TEDA on May 15, 2019, filed for record with the Terrebonne Parish Recorder of Conveyances at Entry No. 1650758. Termination shall be effective on the same effective day as this Cooperative Endeavor Agreement.

b. TENANT agrees to operate its facilities and serve the public in Terrebonne Parish to facilitate the mutual goals of the parties.

c. TENANT shall prepare, adopt, and administer its annual budgets in compliance with the Louisiana Local Government Budget Act, R.S. 39:1301 *et seq.*, and in accordance with the following:

1. TENANT shall submit a proposed budget to the TPCG through the Terrebonne Parish Council and the Terrebonne Parish CFO in October of the year preceding each fiscal year that TENANT proposes to obtain funding through TPCG-collected taxes. Funding of TENANT's budget shall be subject to approval by TPCG through standard parish budgetary procedures. TENANT understands and acknowledges that all funds provided to TENANT by TPCG are from public taxes collected by TPCG.
2. To the extent authorized by law, TENANT shall adopt its annual budget only after approval by TPCG.
3. Subsequent to adoption of the annual operating budget and any capital budget of TENANT, any amendments or modifications thereto shall be subject to approval by the Terrebonne Parish Council.
4. TENANT shall operate within its adopted budget.
5. TENANT, at its own expense and upon the ending of its fiscal year, shall have an annual audit performed by an independent Certified Public Accountant and the results shall be presented to the Terrebonne Parish Council, Administration, and general public.
6. TENANT shall provide TPCG's CFO with copies of the monthly financial reports TENANT submits to its Board for monthly meetings.
7. Following the end of the fiscal year, TENANT shall provide TPCG with a report of any surplus funds from TPCG funding. The report shall include TENANT's intentions for the surplus funds.

d. Once annually during the term of this Agreement and any extension, TENANT agrees to submit to Terrebonne Parish Consolidated Government, through the Parish President and the Parish Council, a financial statement and activities report describing the activities undertaken towards achieving the goals and measured outcomes as defined within the Strategic Plan for Economic Development and other relevant information in the preceding twelve-month period under this Agreement. These reports are to be submitted to the Parish President and the Parish Council no later than thirty (30) days after June 1 of each year.

e. TENANT will operate at all times in accordance with all applicable local, state and federal laws, and in accordance with the provisions of this Intergovernmental Agreement.

f. At TENANT's request, TPCG may agree to TENANT's use of the TPCG Finance Department to perform accounting services for TENANT, with the exception of audit and payroll services, subject to a reimbursement for said services.

g. TPCG may authorize TENANT to participate in TPCG's group health benefits plan at TENANT's expense.

h. TPCG shall assist TENANT in the purchase of supplies, material, and services through TPCG's Purchasing Department in accordance with applicable guidelines. TENANT shall promptly reimburse TPCG for any supplies, material and services purchased in this manner.

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

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

TENANT:

X: _____ date: _____
BY:
ITS:



Wednesday, March 13, 2024

Item Title:

Fletcher

Item Summary:

An ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Fletcher Technical Community College to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/22/2024	Executive Summary
Ordinance	2/22/2024	Ordinance
Backup	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Fletcher Technical Community College to lease space in the TPCG-owned building at 7910 Main Street, Houma La 70360.

PROJECT SUMMARY (200 WORDS OR LESS)

Authorizes Parish President to enter into a CEA with Fletcher

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

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:

Revenue: \$126,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

s/Kandace M. Mauldin, CFO

2/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) BETWEEN TPCG AND FLETCHER TECHNICAL COMMUNITY COLLEGE (FLETCHER) LEASE SPACE TO FLETCHER IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360

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

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

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

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

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

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with Fletcher, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

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

Section III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

Chairman
Terrebonne Parish Council

Tammy Triggs, Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

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

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

Tammy Triggs, Council Clerk
Terrebonne Parish Council

PARISH OF TERREBONNE

STATE OF LOUISIANA

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

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

I. THE PARTIES

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

and

TENANT, identified as follows:

Name: Fletcher Technical Community College

EIN: 72-0772772

Check One: political subdivision of the state of Louisiana

agency of the state of Louisiana

state of Louisiana

agency of the United States of America

United States of America

elected official in his/her official capacity

other: _____

Mailing Address: 1407 Hwy 311, Schriever, LA 70395

Authorized Representative: Kristine Strickland

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

Title of Authorized Representative: Chancellor

Email Address for Notice Purposes: Kristine.Strickland@fletcher.edu

who is hereinafter designated as "Tenant";

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

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

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

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

II. PURPOSE

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

III. EFFECTIVE DATE and TERM

1. The **effective date** of this agreement shall be March 14, 2024.

2. **Lease Term.** The Lease Term shall include the Initial Term and any Renewal Terms. The **Initial Term** of this agreement shall be three (3) years, commencing on the effective date (“Initial Term”). This agreement may be renewed in writing by mutual written consent for two subsequent three-year **Renewal Terms**.

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

IV. LEASED PREMISES

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

- a. Office Suite Number(s): **301**;
- b. Consisting of a total of **5,931** square feet;
- c. together with a non-exclusive right, in common with others, to use (including for access, ingress, egress, utilities and parking, as applicable) the “Common Areas” of the Property and the underlying land and improvements thereto that are designed for use in common by all occupants of the Property and their respective employees, agents, customers, invitees and others.

hereinafter referred to as the “Leased Premises.”

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

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

V. RENT and OTHER CONSIDERATION

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

1. **Rent.** Tenant shall pay Rent in an amount of \$1.70 per square foot per month (or \$5,193) per month) during the Initial Term of this Lease, with all such payments due, in advance, on the first day of each calendar month included within the applicable Lease Year. Parties agree that the Rent includes fees, compensation, and other applicable consideration at no less than fair market value for the Leased Premises.
2. **Adjustments to Rent during Renewal Terms.** The monthly Rent payable under Article V, paragraph 1, above, shall be adjusted by an increase of 3% commencing with the first month of the first Renewal Term, and another increase of 3% commencing with the first month of the second Renewal Term.
3. **Additional consideration (optional).** If applicable to this agreement, and in lieu of Tenant's payment of the full market value of rent to TPCG, Tenant agrees, as additional consideration of lease of Leased Premises herein, to perform the public services identified in the attached Schedule of Additional Consideration, which is made a part of this agreement.
4. **Security Deposit.** Waived.

VI. USES, ALTERATIONS, SECURITY, WAIVERS

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

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

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

3. **Signs and lettering.** TPCG shall provide and install all letters and numerals on or about the entrance to the Property and Leased Premises. All such letters and numerals shall be in the building's standard graphics. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Leased Premises, or which otherwise may be visible from outside the Leased Premises,

unless approved in writing by TPCG. TPCG shall maintain in one or more segments of the Common Areas such building directories, at TPCG's cost and discretion, containing Tenant's name and location within the building.

4. **Property Rules.** Tenant acknowledges receipt of, and it shall comply with, all written rules of the Property promulgated by TPCG, which may be amended from time to time, for the safety, care, and cleanliness of the Property and for preservation of good order. It shall train its employees and inform its agents, assigns, and invitees of those rules.

5. **Disclaimer.** TENANT STIPULATES AND AGREES THAT TENANT HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE TENANT SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO TENANT OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE TENANT, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

VII. INSURANCE

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

TENANT shall maintain at its cost the following insurance coverage for injury to persons or property during its occupancy and use of the Leased Premises:

1. commercial general insurance liability coverage for injury to persons or property occurring covering Tenant's use of the Leased Premises, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) DOLLARS to apply in the case of one person injured, FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) to apply in the case of any one occurrence, and FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) for property damage.
2. all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the Leased Premises, including but not limited to necessary workers' compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking areas.
3. Special Cause of Loss Form Insurance (in a form reasonably satisfactory to TPCG), in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto), which insurance shall waive coinsurance limitations.
4. All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to TPCG, licensed to do business in the State in which the Leased Premises is located, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to TPCG. In addition, Tenant shall name TPCG, and any mortgagee requested by TPCG, as additional insureds under its

commercial general liability policy (but only to the extent of the limits required hereunder). Upon Tenant's receipt of a request from TPCG, Tenant shall provide TPCG with copies of certificates of insurance, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish TPCG with such certificates of insurance, TPCG may obtain such insurance on Tenant's behalf and Tenant shall reimburse TPCG upon demand for the cost thereof as additional Rent. TPCG reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other TPCGs of similar buildings in the area to require similar sized Tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

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

VIII. INDEMNIFICATION

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

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

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

IX. MAINTENANCE

1. Tenant leases and accepts the Leased Premises in their condition on the commencement date of this lease, and acknowledges that the Leased Premises are in good and satisfactory condition, and assumes responsibility throughout the term of this lease for maintaining the Leased Premises in good, orderly, and safe condition and state of repair including, without limitation, replacement of any glass broken on the inside of the Leased Premises and replacement of any glass broken on the outside of the Leased Premises if damaged by Tenant (otherwise TPCG is responsible for any glass broken on the outside of the Leased Premises), and maintenance of lighting fixtures and replacement of lamps, bulbs, and ballasts. Tenant shall furthermore promptly repair all damage or injury to other parts of the Property, if such damage or injury is caused by or attributable to activities or omissions of Tenant, its servants, agents, employees, invitees, or licensees.

2. Tenant, at its sole expense, shall properly maintain and keep the Leased Premises in good working order and repair (ordinary wear and tear, and casualty and condemnation excepted), including without limitation, plate glass, windows, lobby entry and interior doors, locks and knobs, safety equipment (including fire suppressions systems/extinguishers and comply with annual inspections as

required), store fronts, interior walls, light bulbs and light fixtures, plumbing fixtures, electrical circuits and devices (including breakers, panels and sub-panels, transformers and any and all electrical equipment) and supplemental HVAC equipment (inclusive of refrigerant and filters). Tenant shall at Tenant's expense maintain and keep in good repair the heating and cooling equipment in said Leased Premises. Tenant shall keep those areas adjacent to the Leased Premises clean and free of all trash and debris. Any and all maintenance and repairs shall be completed and performed by properly state licensed and insured vendors, acceptable to TPCG in its reasonable discretion, in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances. Tenant shall cause all of Tenant's contractors to name TPCG as an additional insured on all policies of insurance covering work performed as contemplated under this Section.

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

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

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

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

X. DEFAULT

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

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

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

XI. REMEDIES

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

1. TPCG may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse TPCG as additional Rent for any costs and expenses that TPCG thereby incurs; and TPCG

shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of TPCG's action.

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

XII. TERMINATION

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

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

XIII. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to TPCG in broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Leased Premises all of Tenant's Property, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. All of Tenant's Property that is not removed within thirty (30) days following expiration or earlier termination of this Lease shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section shall survive the expiration or any earlier termination of this Lease.

XIV. DESTRUCTION OF LEASED PREMISES

If the Leased Premises are damaged by any casualty and, in TPCG's reasonable opinion, the Leased Premises (exclusive of any alterations made to the Leased Premises by Tenant) can be restored to their preexisting condition within one hundred eighty (180) days after the date of the casualty, TPCG

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

XV. NOTICES

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

XVI. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

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

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

WITNESSES:

TENANT:

X: _____
BY:
ITS:



Wednesday, March 13, 2024

Item Title:

2024 Various Items for Budget Amendment

Item Summary:

An ordinance to amend the 2024 Adopted Operating Budget and the 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

- I. Bayou Country Sports Park, \$1,000,000
 - II. Houma Fire Department, \$200
 - III. Houma Police Department-Opioid Abatement, \$354,244
1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
2024 Various Items for Budget Amendment	2/22/2024	Executive Summary
2024 Various Items for Budget Amendment	2/22/2024	Budget Amendment
2024 Various Items for Budget Amendment	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
<p>AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.</p> <p style="margin-left: 40px;">I. Bayou Country Sports Park, \$1,000,000</p> <p style="margin-left: 40px;">II. Houma Fire Department, \$200</p> <p style="margin-left: 40px;">III. Houma Police Department-Opioid Abatement, \$354,244</p>

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

TOTAL EXPENDITURE				
N/A				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
<u>ACTUAL</u>	ESTIMATED			
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	<table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 0 10px;"><u>NO</u></td> <td style="padding: 0 10px;">YES</td> <td style="padding: 0 10px;">IF YES AMOUNT BUDGETED:</td> </tr> </table>	<u>NO</u>	YES	IF YES AMOUNT BUDGETED:
<u>NO</u>	YES	IF YES AMOUNT BUDGETED:		

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

_____/s/ Kayla Dupre_____
Signature

____February 22, 2024_____
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Bayou Country Sports Park, \$1,000,000
- II. Houma Fire Department, \$200
- III. Houma Police Department-Opioid Abatement, \$354,244

SECTION I

WHEREAS, the State of Louisiana, Department of the Treasurer has awarded \$1,000,000 for the Bayou Country Sports Park, and

WHEREAS, the funds will be used for the construction of a multi-use field at the Bayou Country Sports Park.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Bayou Country Sports Park. (Attachment A)

SECTION II

WHEREAS, the Houma Fire Department received a donation of \$200, and

WHEREAS, the donations will be put into the Operating Supplies account.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Houma Fire Department. (Attachment B)

SECTION III

WHEREAS, TPCG has entered into an MOU with the Opioid Abatement Administration Corporation, and

WHEREAS, TPCG has been identified in the MOU as a non-qualified and a non-lead parish, and

WHEREAS, this designation allows TPCG to receive proceeds directly to be used as an approved purpose of the Opioid Abatement Strategies which include treatment, prevention, and other strategies, and

WHEREAS, TPCG has been awarded an additional \$354,244 and would like to budget in the Houma Police Department equipment budget.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Opioid Abatement. (Attachment C)

SECTION IV

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

SECTION V

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

Prepared By: Finance Department
PC File: 2024-Various Items – E
Date Prepared: 2/21/24 BA #5

ATTACHMENT A - Bayou Country Sports Park

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Act 397 of 2023 State Aide	-	(1,000,000)	(1,000,000)
Parish Sports Park Complex	2,098,036	1,000,000	3,098,036

ATTACHMENT B - Houma Fire Department

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Donations		(200)	(200)
Operating Supplies	20,000	200	20,200

ATTACHMENT C - Houma Police Department

	2023		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Opioid Abatement		354,244	354,244
Fund Balance (Decrease)	n/a	(354,244)	n/a

Section I



TREASURER OF THE STATE OF LOUISIANA

John Fleming, MD
State Treasurer

P.O. Box 44154
Baton Rouge, LA 70804
(225) 342-0010
www.latreasury.com

January 19, 2024

Honorable Gordon Dove, Parish President
Terrebonne Parish Consolidated Government
P.O. Box 2768
Hourma, LA 70360

RE: Act 397 of 2023 State Aid to Local Government Entities
CEA #24-945-325

RECEIVED

FEB 07 2024

TPOG FINANCE DEPT.

Dear President Dove:

Enclosed please find a copy of the executed Cooperative Endeavor Agreement between the Terrebonne Parish Consolidated Government and the Department of the Treasury, State of Louisiana.

In accordance with Section 2.2 of the agreement, you are required to submit quarterly completed Attachments C, D, D-1 (if appropriate) and invoices and/or check copies to substantiate the expenditures of these funds. This information must be organized, totaled and presented to Treasury by expense category as listed in the Budget on Attachment B of the agreement. Reimbursements will be made based on these reports.

Please note that the monies are to be expended within the terms of the contract.

If we can be of further assistance, please contact Mrs. Crystal Schmolke at (225) 342-0056.

659-501-8913-20 \$1,000,000.00
659-000-6243-37 \$1,000,000.00

Sincerely,

Lindsay Schexnayder
Chief Financial Officer

LS:cs

Enclosure

CEA 24-945 - 325

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Terrebonne Parish Consolidated Government officially domiciled at 8026 Main Street, 7th Floor, Houma, LA 70360, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and
- 1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 397 contains a line item appropriation within the Agency's budget for the benefit of Terrebonne Parish Consolidated Government of which the sum of **ONE MILLION & NO/100 (\$1,000,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;
- 1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;
- 1.4 WHEREAS, the public purpose is described as: the construction of a multi-use field at Bayou Country Sportsplex
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II
SCOPE OF SERVICES

- 2.1 The Contracting Party shall: Plan, design and construct a multi-use field at the Bayou Country Sportsplex
- 2.2 Deliverables: the Contracting Party shall construct a multi-use field at the Bayou Country Sportsplex, aka Bayou Country Sport Park. The Contracting Party shall accomplish this task by having the necessary plans, engineering drawings, specifications, and other relevant materials prepared in order to publicly bid and award the construction. The Contracting party shall construct these improvements via an appropriately licensed construction contractor.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **ONE MILLION & NO/100 (\$1,000,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior approval of the State. Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting

Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

- 4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):
- PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.
- PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**
- PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.
- 4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.
- 4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001390.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THIS DONE AND SIGNED AT Baton Rouge, Louisiana on the 4 day of January, 2024

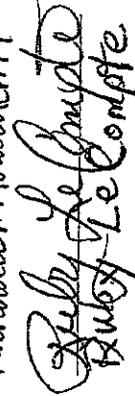
WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA


Ronnie J. J. [unclear]
Agency Head or Designee
State Treasurer
Print Name and Title

THIS DONE AND SIGNED AT Houma, Louisiana on the 30 day, of Nov., 2023.

WITNESSES:


Kandace M. Mauchin

Ruby LeCompte

Gordon E. Dove
Authorized Person
Gordon E. Dove Parish President
Print Name and Title

ATTACHMENT A - PLAN

2023 Regular Legislative Session
Schedule 20

NAME OF CONTRACTING PARTY:
Terrebonne Parish Consolidated Government

NAME AND BRIEF NARRATIVE OF PROGRAM:
Bayou Country Sportsplex construction of a multi-use field

<p>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program. Indicate the goals/objectives for this program. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p>	<p>1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.) To construct a multi-use field at the Bayou Country Sportsplex (aka Bayou Country Sports Park) to continue to provide recreational opportunities to citizens of the State, and specifically Terrebonne Parish and the surrounding areas.</p>
<p>2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number). 1. Spend \$1,000,000 on the multi-use field project by June 30, 2024 2. have 100% completion of the multi-use field by June 30, 2024 3.</p>	<p>3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.) Complete the Plans and Specifications required to bid the project; Bid and award the project according to public bid law; manage the construction of the project to successful completion.</p>
<p>4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number). 1. Amount spent on the multi-use field project 2. Percent of multi-use field complete 3.</p>	

ATTACHMENT B

Page 1

Project Budget (2023-2024)

2023 Regular Legislative Session

Schedule 20

Terrebonne Parish Consolidated Government

Anticipated Income or Revenue

Sources (list all sources of revenue)

	<u>Amounts</u>
1. Act 397 Appropriation	\$ 1,000,000
2.	\$
3.	\$
Total all sources	\$ 1,000,000

Anticipated Expenses

Expense Categories

	<u>Total Amount</u>	<u>Amount Line Item Appropriation</u>
	<i>(see Footnote 1 below)</i>	<i>(see Footnote 2 below)</i>
Gross Salaries(See Attachment B, Page 2)	\$	\$
Related Benefits (Employer share)	\$	\$
Travel	\$	\$
Operating Services:		
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office and Grounds	\$	\$
Rentals	\$	\$
Software licensing	\$	\$
Dues and Subscriptions	\$	\$
Telephones and Internet Service	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$ 1,000,000	\$ 1,000,000
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	\$ 1,000,000	\$ 1,000,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B
Page 2
Staffing Chart
2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government
 Name of Program: Bayou Country Sportsplex

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation Amount	Percentage	Related Benefits	Full time or Part Time # of months
NOT APPLICABLE						
Totals						
		\$	\$		\$	

ATTACHMENT B
Page 3
Schedule of Professional and Other Contract Services
2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government

Name of Program: Bayou Country Sportsplex

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
To be determined	Construction of Multi-use field	\$1,000,000	\$1,000,000
Totals			\$1,000,000

ATTACHMENT B
Page 4
Schedule of Other Charges
2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government _____

Name of Program: Bayou Country Sportsplex _____

<p>List dollar Amount for each use</p>	<p>Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.</p>
<p>1. NOT APPLICABLE</p>	
<p>\$</p>	<p>Total - Should agree with Attachment B, Page 1</p>

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C
2023 Regular Legislative Session

Schedule 20

Terrebonne Parish Consolidated Government

NOT APPLICABLE

ATTACHMENT C

Progress Report for the Period of

2023 Regular Legislative Session

to

Schedule 20

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: Terrebonne Parish Consolidated Government

Contact Name: Kandace M. Mauldin

Telephone: (985) 873-6453

<p>Goal: To construct a multi-use field at the Bayou Country Sportsplex (aka Bayou Country Sports Park) to continue to provide recreational opportunities to citizens of the State, and specifically Terrebonne Parish and the surrounding areas.</p>	<p>Objective(s): 1. Spend \$1,000,000 on the multi-use field project by June 30, 2024 2. have 100% completion of the multi-use field by June 30, 2024</p>
<p>Activity(Activities) Performed:</p>	<p>Complete the Plans and Specifications required to bid the project; Bid and award the project according to public bid law; manage the construction of the project to successful completion.</p>
<p>Performance Measure(s):</p>	<p>1. Amount spent on the multi-use field project 2. Percent of multi-use field complete 3.</p>
<p>1. 2. 3. %, \$ amt. or number complete</p>	

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of

to

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

2023 Regular Legislative Session

Name of Contracting Party: Terrebonne Parish Consolidated Government

Name of Program: Bayou Country Sportsplex

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quantity	Total Cumulative Cost to Date Expenditures	Balance Remaining
			\$	\$
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software Licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	\$1,000,000			
Other Charges				
Acquisitions & Major Repairs				
Totals	\$1,000,000			

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report. I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT E
Disclosure and Certification Statement

2023 Regular Legislative Session

Schedule 20

Contracting Party Name: Terrebonne Parish Consolidated Govt

Contractor's Mailing Address: PO Box 2768, Houma, LA 70361

Name of Program: Terrebonne Sports Complex

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Local Government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Gordon E. Dove, Parish President, PO Box 2168, Houma, La 70361; gdove@tpcg.org
Kandace M. Mauldin, CFO, PO Box 2168, Houma, La 70361; kmauldin@tpcg.org
David Rome, Public Works Director, PO Box 2168, Houma, La 70361; drome@tpcg.org

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

See Above

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. **(ATTACH COPY OF AUDIT FINDINGS)**

Attach a completed Federal Form 990 (Required for Appraisal, Deduction Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.



Signature of Authorized Person

GORDON E. DOVE, PARISH PRESIDENT

Print Name and Title

11/30/2023
Date

W-9

Form
(Rev. October 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Terrebonne Parish Consolidated Government

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **3**
Exemption from FATCA reporting code (if any)

5 Address (number, street, and apt. or suite no.) See instructions.
Government
Requester's name and address (optional)

6 City, state, and ZIP code
Houma, LA 70360

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Kayla Dupuy*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

Date ▶ **1-3-23**

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**INDEPENDENT ACCOUNTANT'S REPORT ON
APPLYING AGREED-UPON PROCEDURES**

To the Parish President and the
Terrebonne Parish Council,
Houma, Louisiana.

We have performed the procedures described in Schedule 1 on the control and compliance (C/C) areas identified in the Louisiana Legislative Auditor's (LLA) Statewide Agreed-Upon Procedures (SAUP) for the fiscal period January 1, 2022 through December 31, 2022. Terrebonne Parish Consolidated Government (the "Parish") management is responsible for those C/C areas identified in the SAUPs.

The Parish has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the engagement, which is to perform specified procedures on the C/C areas identified in the LLA's SAUPs for the fiscal period January 1, 2022 through December 31, 2022. Additionally, LLA has agreed to and acknowledged that the procedures performed are appropriate for its purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are described in Schedule 1.

We were engaged by the Parish to perform this agreed-upon procedures engagement and conducted our engagement in accordance with the attestation standards established by the American Institute of Certified Public Accountants and applicable standards of *Government Auditing Standards*. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on these C/C areas identified in the SAUPs. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Parish and to meet out other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely to describe the scope of testing performed on those C/C areas identified in the SAUPs, and the result of that testing, and not to provide an opinion on control or compliance. Accordingly, this report is not suitable for any other purpose. Under Louisiana Revised Statute 24:513, this report is distributed by the LLA as a public document.

Houma, Louisiana,
June 23, 2023.

Certified Public Accountants

SCHEDULE OF PROCEDURES AND ASSOCIATED FINDINGS
OF THE STATEWIDE AGREED-UPON PROCEDURES

Terrebonne Parish Consolidated Government

For the year ended December 31, 2022

The required procedures and our findings are as follows:

1) Procedures Performed on the Parish's Written Policies and Procedures:

A. Obtain and inspect the Parish's written policies and procedures and observe that they address each of the following categories and subcategories if applicable to public funds and the Parish's operations:

i. Budgeting, including preparing, adopting, monitoring, and amending the budget.
Performance: Obtained and read the written policy for budgeting and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.

ii. Purchasing, including (1) how purchases are initiated; (2) how vendors are added to the vendor list; (3) the preparation and approval process of purchase requisitions and purchase orders; (4) controls to ensure compliance with the public bid law; and (5) documentation required to be maintained for all bids and price quotes.
Performance: Obtained and read the written policy for purchasing and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.

iii. Disbursements, including processing, reviewing, and approving.
Performance: Obtained and read the written policy for disbursements and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.

iv. Receipts/Collections, including receiving, recording, and preparing deposits. Also, policies and procedures should include management's actions to determine the completeness of each type of revenue or Parish fund additions (e.g., periodic confirmation with outside parties, reconciliation to utility billing after cutoff procedures, reconciliation of traffic ticket number sequences, Parish fund forfeiture monies confirmation).
Performance: Obtained and read the written policy for receipts and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

1) Procedures Performed on the Parish's Written Policies and Procedures: (Continued)

- v. Payroll/Personnel, including (1) payroll processing, (2) reviewing and approving time and attendance records, including leave and overtime worked, and (3) approval process for employee(s) rate of pay or approval and maintenance of pay rate schedules.
Performance: Obtained and read the written policy for payroll and personnel and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- vi. Contracting, including (1) types of services requiring written contracts, (2) standard terms and conditions, (3) legal review, (4) approval process, and (5) monitoring process.
Performance: Obtained and read the policy for contracting and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- vii. Travel and Expense Reimbursement, including (1) allowable expenses, (2) dollar thresholds by category of expense, (3) documentation requirements, and (4) required approvers.
Performance: Obtained and read the written policy for travel and expense reimbursement and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- viii. Credit Cards (and debit cards, fuel cards, P-Cards, if applicable), including (1) how cards are to be controlled, (2) allowable business uses, (3) documentation requirements, (4) required approvers of statements, and (5) monitoring card usage (e.g., determining the reasonableness of fuel card purchases).
Performance: Obtained and read the written policy for credit cards and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- ix. Ethics, including (1) the prohibitions as defined in Louisiana Revised Statute 42:1111-1121, (2) actions to be taken if an ethics violation takes place, (3) system to monitor possible ethics violations, and (4) requirement that all employees, including elected officials, annually attest through signature verification that they have read the Parish's ethics policy.
Performance: Obtained and read the written policy for ethics and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- x. Debt Service, including (1) debt issuance approval, (2) continuing disclosure/EMMA reporting requirements, (3) debt reserve requirements, and (4) debt service requirements.
Performance: Obtained and read the written policy for debt service and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

1) Procedures Performed on the Parish's Written Policies and Procedures: (Continued)

xi. Information Technology Disaster Recovery/Business Continuity, including (1) identification of critical data and frequency of data backups; (2) storage of backups in a separate physical location isolated from the network; (3) periodic testing/verification that backups can be restored; (4) use of antivirus software on all systems; (5) timely application of all available system and software patches/updates; and (6) identification of personnel, processes, and tools needed to recover operations after a critical event.

Performance: Obtained and read the written policy for information technology disaster recovery/business continuity policy and found it to address all the functions listed above.

Exceptions: There were no exceptions noted.

xii. Prevention of Sexual Harassment, including R.S. 42:342-344 requirements for (1) agency responsibilities and prohibitions, (2) annual employee training, and (3) annual reporting.

Performance: Obtained and read the written policy for sexual harassment and found it to address all the functions listed above.

Exceptions: There were no exceptions noted.

2) Procedures Performed on the Parish's Council:

A. Obtain and inspect the Council minutes for the fiscal period, as well as the Council's enabling legislation, charter, bylaws, or equivalent document in effect during the fiscal period and:

i. Observe that the Council met with a quorum at least monthly, or on a frequency in accordance with the Council's enabling legislation, charter, or other equivalent document.

Performance: Obtained and read the written minutes of the Council meetings. The Council is required to meet twice a month. All meetings had a quorum.

Exceptions: There were no exceptions noted.

ii. For those entities reporting on the governmental accounting model, observe whether the minutes referenced or included monthly budget-to-actual comparisons on the General Fund, quarterly budget-to-actual, at a minimum, on proprietary funds, and semi-annual budget-to-actual, at a minimum, on all special revenue funds.

Performance: Obtained and read written minutes of Council meetings. While the meeting minutes do not reference budget-to-actual comparison, a monthly budget report which shows monthly, cumulative, and budgeted revenues and expenditures is available for the Council no later than 15 working days following the end of the month. This report is available for review by each Council member on the Parish's computer network.

Exceptions: There were no exceptions noted.

2) Procedures Performed on the Parish's Council: (Continued)

iii. For governmental entities, obtain the prior year audit report and observe the unassigned fund balance in the General Fund. If the General Fund had a negative ending unassigned fund balance in the prior year audit report, observe that the minutes for at least one meeting during the fiscal period referenced or included a formal plan to eliminate the negative unrestricted fund balance in the General Fund.

Performance: Obtained the prior year's audit report and observed the unassigned fund balance in the General Fund. The General Fund had a negative ending unassigned fund balance of \$1,170,617. A formal plan to eliminate the negative unassigned fund balance was noted in the meeting minutes.

Exceptions: There were no exceptions noted.

iv. Observe whether the Council/finance committee received written updates of the progress of resolving audit findings(s), according to management's corrective action plan at each meeting until the findings are considered fully resolved.

Performance: The Parish did not have any findings in the prior year's audit report.

Exceptions: There were no exceptions noted.

3) Procedures Performed on the Parish's Bank Reconciliations:

A. Obtain a listing of the Parish's bank accounts from management and management's representation that the listing is complete. Ask management to identify the main operating account. Select the Parish's main operating account and select 4 additional accounts (or all accounts if less than 5). Randomly select one month from the fiscal period, obtain, and inspect the corresponding bank statement and reconciliation for each selected account, and observe that:

Performance: Obtained the listing of bank accounts from management and received management's representation that the listing is complete in a separate letter.

Exceptions: There were no exceptions noted.

i. Bank reconciliations include evidence that they were prepared within 2 months of the related statement closing date (e.g., initialed and dated, electronically logged);

Performance: Obtained the Parish's bank reconciliations for December and observed that the reconciliations included a signature of preparer and was dated within two months of the related statement. 1 of the bank reconciliations had a final preparation date of March 22, 2023; however, this reconciliation was held open due to adjustments needed related to final financial close which was performed on March 17, 2023.

Exceptions: There were no exceptions noted.

3) Procedures Performed on the Parish's Bank Reconciliations: (Continued)

- ii. Bank reconciliations include evidence that a member of management who does not manage cash, post ledgers, or issue checks has reviewed each bank reconciliation (e.g., initialed and dated, electronically logged); and
Performance: Obtained the Parish's bank reconciliation and observed that the reconciliation was reviewed by a member of management who does not handle cash.
Exceptions: There were no exceptions noted.

- iii. Management has documentation reflecting that it has researched reconciling items that have been outstanding for more than 12 months from the statement's closing date, if applicable.

Performance: Obtained the Parish's bank reconciliations and observed that there was documentation of research maintained by the Parish on items outstanding for more than 12 months from the statement closing date.
Exceptions: There were no exceptions noted.

4) Procedures Performed on the Parish's Collections (Excluding Electronic Funds Transfers):

- A. Obtain a listing of deposit sites for the fiscal period where deposits for cash/check/money order (cash) are prepared and management's representation that the listing is complete. Randomly select 5 deposit sites (or all deposit sites if less than 5).

Performance: Obtained the listing of deposit sites from management, and received management's representation in a separate letter that the listing is complete. The Parish has 2 deposit sites.

Exceptions: There were no exceptions noted.

- B. For each deposit site selected, obtain a listing of collection locations and management's representation that the listing is complete. Randomly select one collection location for each deposit site (e.g., collection locations for 5 deposit sites), obtain and inspect written policies and procedures relating to employee job duties (if no written policies or procedures, inquire of employees about their job duties) at each collection location, and observe that job duties are properly segregated at each collection location such that:

Performance: Obtained the listing of collection locations from management, and received management's representation in a separate letter that the listing is complete. The Parish has 2 deposit sites. Each deposit site has 1 collection location.
Exceptions: There were no exceptions noted.

- i. Employees that are responsible for cash collections do not share cash drawers/registers.
Performance: Inspected policy manuals and inquired of management and observed employees do not share cash drawer/registers.
Exceptions: There were no exceptions noted.

Schedule 1
(Continued)

4) Procedures Performed on the Parish's Collections (Excluding Electronic Funds Transfers): (Continued)

- ii. Each employee responsible for collecting cash is not responsible for preparing/making bank deposits, unless other employee/official is responsible for reconciling collection documentation (e.g., pre-numbered receipts) to the deposit.
Performance: Inspected policy manuals, inquired of management and observed employees collecting cash are no responsible for making deposits.
Exceptions: There were no exceptions noted.
 - iii. Each employee responsible for collecting cash is not responsible for posting collection entries to the general ledger or subsidiary ledgers unless another employee/official is responsible for reconciling ledger postings to each other and to the deposit.
Performance: Inspected policy manuals, inquired of management and observed employees collecting cash do not make general ledger postings.
Exceptions: There were no exceptions noted.
 - iv. The employee(s) responsible for reconciling cash collections to the general ledger and/or subsidiary ledgers, by revenue source and/or agency fund additions are not responsible for collecting cash, unless another employee verifies the reconciliation.
Performance: Inspected policy manuals, inquired of management and employees performing reconciliation do not collect cash.
Exceptions: There were no exceptions noted.
- C. Obtain from management a copy of the bond or insurance policy for theft covering all employees who have access to cash. Observe that the bond or insurance policy for theft was enforced during the fiscal period.
Performance: Obtained a listing of all employees who have access to cash and inquired of management if these employees are covered by a bond or insurance policy for theft.
Exceptions: There were no exceptions noted.
- D. Randomly select 2 deposit dates for each of the Parish's 5 bank accounts selected for procedures #3A under "Procedures Performed on the Parish's Bank Reconciliations" above (select the next deposit date chronologically if no deposits were made on the dates selected and randomly select a deposit if multiple deposits were made on the same day). Obtain supporting documentation for each of the deposits selected and:
i. Observe that receipts are sequentially pre-numbered.
Performance: Out of the 5 bank accounts selected for testing, only 4 accounts required testing. The other account only had EFT transactions/transfers which are not subject to testing. Obtained supporting documentation for the 8 selected deposits and observed that receipts were sequentially pre-numbered.
Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

4) Procedures Performed on the Parish's Collections (Excluding Electronic Funds Transfers): (Continued)

- ii. Trace sequentially pre-numbered receipts, system reports, and other related collection documentation to the deposit slip.
Performance: Traced supporting documentation to the deposit slip.
Exceptions: There were no exceptions noted.
- iii. Trace the deposit slip total to the actual deposit per the bank statement.
Performance: Traced deposit slip total to actual deposit per bank statement.
Exceptions: There were no exceptions noted.
- iv. Observe that the deposit was made within one business day of receipt at the collection location (within one week if the depository is more than ten miles from the collection location or the deposit is less than \$100 and the cash is stored securely in a locked safe or drawer).
Performance: Observed that the deposits tested were made within one business day of receipt.
Exceptions: There were no exceptions noted.
- v. Trace the actual deposit per the bank statement to the general ledger.
Performance: Traced the actual deposit per the bank statement to the general ledger.
Exceptions: There were no exceptions noted.

5) Procedures Performed on the Parish's Non-Payroll Disbursements (Excluding Card Purchases/Payments, Travel Reimbursements, and Petty Cash Purchases):

- A. Obtain a listing of locations that process payments for the fiscal period, and management's representation that the listing is complete. Randomly select 5 locations (or all locations if less than 5).
Performance: Obtained the listing of locations that process payments, and received management's representation in a separate letter that the listing is complete. The Parish only has one location that processes payments.
Exceptions: There were no exceptions noted.
- B. For each location selected under procedure #5A above, obtain a listing of those employees involved with non-payroll purchasing and payment functions. Obtain written policies and procedures relating to employee job duties (if the Parish has no written policies and procedures, inquire of employees about their job duties), and observe that job duties are properly segregated such that:
Performance: Obtained a listing of employees involved in non-payroll purchasing and payment functions and reviewed written policies and procedures related to employee job duties. Observed if the job duties were properly segregated.
Exceptions: There were no exceptions noted.

Schedule 1
(Continued)

5) Procedures Performed on the Parish's Non-Payroll Disbursements (Excluding Card Purchases/Payments, Travel Reimbursements, and Petty Cash Purchases): (Continued)

- i. At least two employees are involved in initiating a purchase request, approving a purchase, and placing an order/making the purchase.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
 - ii. At least two employees are involved in processing and approving payments to vendors.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
 - iii. The employees responsible for processing payments are prohibited from adding/modifying vendor files unless another employee is responsible for periodically reviewing changes to vendor files.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
 - iv. Either the employee/official responsible for signing checks mails the payment or gives the signed checks to an employee to mail who is not responsible for processing payments.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
 - v. Only employees/officials authorized to sign checks approve the electronic disbursement (release) of funds, whether through automated clearinghouse (ACH), electronic funds transfer (EFT), wire transfer, or some other means.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
- C. For each location selected under procedure #5A, obtain the Parish's non-payroll disbursement transaction population (excluding cards and travel reimbursements) and obtain management's representation that the population is complete. Randomly select 5 disbursements for each location, obtain supporting documentation for each transaction and:
Performance: Obtained the Parish's non-payroll disbursement transaction population and management's representation that the population is complete.
Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

5) Procedures Performed on the Parish's Non-Payroll Disbursements (Excluding Card Purchases/Payments, Travel Reimbursements, and Petty Cash Purchases): (Continued)

- i. Observe whether the disbursement, whether by paper or electronic means, matched the related original itemized invoice and supporting documentation indicates deliverables included on the invoice were received by the Parish.
Performance: Obtained the disbursement and observed that the disbursement and the related original invoice/billing statement agreed.
Exceptions: There were no exceptions noted.
 - ii. Observe that the disbursement documentation included evidence (e.g., initial/date, electronic logging) of segregation of duties tested under #5B, as applicable.
Performance: Obtained the disbursement documentation and observed for proper segregation of duties as listed under #5B.
Exceptions: There were no exceptions noted.
- D. Using the Parish's main operating account and the month selected in Bank Reconciliations procedure #3A, randomly select 5 non-payroll-related electronic disbursements (or all electronic disbursements if less than 5) and observe that each electronic disbursement was (a) approved by only those persons authorized to disburse funds (e.g., sign checks) per the Parish's policy, and (b) approved by the required number of authorized signers per the Parish's policy.
Performance: Observed that selected disbursements were approved by persons authorized to sign checks and contained the required number of signers.
Exceptions: There were no exceptions noted.

6) Procedures Performed on the Parish's Credit Cards, Debit Cards, Fuel Cards, P-Cards:

- A. Obtain from management a listing of all active credit cards, bank debit cards, fuel cards, and P-cards (cards) for the fiscal period, including the card numbers and the names of the persons who maintained possession of the cards. Obtain management's representation that the listing is complete.
Performance: Obtained a listing of all active credit cards, bank debit cards, fuel cards, and P-cards and received management's representation in a separate letter that the listing is complete.
Exceptions: There were no exceptions noted.
- B. Using the listing prepared by management, randomly select 5 cards (or all cards if less than 5) that were used during the fiscal period, rotating cards each year. Select one monthly statement or combined statement for each card (for a debit card, select one monthly bank statement), obtain supporting documentation, and:

Schedule 1
(Continued)

6) Procedures Performed on the Parish's Credit Cards, Debit Cards, Fuel Cards, P-Cards:
(Continued)

- i. Observe that there is evidence that the monthly statement or combined statement and supporting documentation (e.g., original receipts for credit/debit card purchases, exception reports for excessive fuel card usage) was reviewed and approved, in writing, by someone other than the authorized card holder.
Performance: Observed evidence that the statement and supporting documentation was reviewed and approved, in writing, by someone other than the authorized card holder.
Exceptions: There were no exceptions noted.
 - ii. Observe that finance charges and/or late fees were not assessed on the selected statements.
Performance: Observed whether finance charges and/or late fees assessed on the selected statements.
Exceptions: There were no exceptions noted.
- C. Using the monthly statements or combined statements selected under procedure #6 excluding fuel cards, select 10 transactions (or all transactions if less than 10) from each statement, and obtain supporting documentation for the transactions (i.e., each card should have 10 transactions subject to testing). For each transaction, report whether the transaction is supported by:
- i. An original itemized receipt that identifies precisely what was purchased.
Performance: Observed if the transactions from the monthly statements were supported by original itemized receipts that identifies precisely what was purchased.
Exceptions: There were no exceptions noted.
 - ii. Written documentation of the business/public purpose.
Performance: Observed the transactions from the monthly statements were supported with written documentation of the business/public purpose.
Exceptions: There were no exceptions noted.
 - iii. Documentation of the individuals participating in meals (for meal charges only).
Performance: Inspected the transactions from the monthly statements. No meal charges were noted.
Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

7) Procedures Performed on the Parish's Travel and Travel-Related Expense Reimbursements (Excluding Card Transactions):

A. Obtain from management a listing of all travel and related expense reimbursements during the fiscal period and management's representation that the listing or general ledger is complete. Randomly select 5 reimbursements, obtain the related expense reimbursement forms/prepaid expense documentation of each selected reimbursement, as well as the supporting documentation. For each of the 5 reimbursements selected:

Performance: Obtained a list of all travel and related expense reimbursements and obtained management representation in a separate letter that the listing is complete.
Exceptions: There were no exceptions noted.

i. If reimbursed using a per diem, agree the reimbursement rate to those rates established either by the State of Louisiana or the U.S. General Services Administration (www.gsa.gov).

Performance: Inspected travel and expense reimbursements and observed per diem rates used were the GSA rates.

Exceptions: There were no exceptions noted.

ii. If reimbursed using actual costs, observe that the reimbursement is supported by an original itemized receipt that identifies precisely what was purchased.

Performance: Inspected travel and expense reimbursements to observe that the expenses using actual costs were supported by an itemized receipt.

Exceptions: There were no exceptions noted.

iii. Observe that each reimbursement is supported by documentation of the business/public purpose (for meal charges, observe that the documentation includes the names of those individuals participating) and other documentation required by written policy (procedures #1A(vii).

Performance: Observed that reimbursements were supported by documentation of the business/public purpose and other documentation required by written policy.

Exceptions: There were no exceptions noted.

iv. Observe that each reimbursement was reviewed and approved, in writing, by someone other than the person receiving the reimbursement.

Performance: Observed that reimbursements were reviewed and approved, in writing, by someone other than the person receiving the reimbursement.

Exceptions: There were no exceptions noted.

8) Procedures Performed on the Parish's Contracts:

A. Obtain from management a listing of all agreements/contracts for professional services, materials and supplies, leases, and construction activities that were initiated or renewed during the fiscal period. Obtain management's representation that the listing is complete. Randomly select 5 contracts (or all contracts if less than 5) from the listing, excluding the practitioner's contract and:

8) Procedures Performed on the Parish's Contracts: (Continued)

Performance: Obtained a listing of all contract vendors, and received management's representation that the listing is complete in a separate letter.
Exceptions: There were no exceptions noted.

i. Observe that the contract was bid in accordance with the Louisiana Public Bid Law (e.g., solicited quotes or bids, advertised), if required by law.

Performance: Observed that the contracts selected were bid in accordance with the Louisiana Public Bid Law.

Exceptions: There were no exceptions noted.

ii. Observe that the contract was approved by the governing body/board, if required by policy or law (e.g., Lawrason Act, Home Rule Charter).

Performance: Inspected contract documentation. All contracts were properly approved.

Exceptions: There were no exceptions noted.

iii. If the contract was amended (e.g., change order), observe that the original contract terms provided for such an amendment and that amendments were made in compliance with the contract terms (i.e., if approval is required for any amendment, the documented approval).

Performance: Obtained contracts and amendments to contracts and observed that the amendments were made in compliance with the original contract's terms.

Exceptions: There were no exceptions noted.

iv. Randomly select one payment from the fiscal period for each of the 5 contracts, obtain the supporting invoice, agree the invoice to the contract terms, and observe that the invoice and related payment agreed to the terms and conditions of the contract.

Performance: Obtained supporting documentation for payments for each contract selected and agreed payments to the terms of the contract.

Exceptions: There were no exceptions noted.

9) Procedures Performed on the Parish's Payroll and Personnel:

A. Obtain a listing of employees/elected officials employed during the fiscal period and management's representation that the listing is complete. Select 5 employees/officials, paid salaries, and personnel files, and agree paid salaries to authorized salaries/pay rates in the personnel files.

Performance: Obtained a listing of employees during the fiscal year from management, and received management's representation of completeness in a separate letter that the listing is completed.

Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

9) Procedures Performed on the Parish's Payroll and Personnel: (Continued)

B. Randomly select one pay period during the fiscal period. For the 5 employees/officials selected under procedure #9A, obtain attendance records and leave documentation for the pay period, and:

- i. Observe that all selected employees/officials documented their daily attendance and leave (e.g., vacation, sick, compensatory).
Performance: Inspected time sheets for record of attendance and leave during the period.
Exceptions: There were no exceptions noted.
 - ii. Observe that supervisors approved the attendance and leave of the selected employees/officials.
Performance: Inspected time sheets for the approval of attendance and inspected leave forms for approval of leave during the period.
Exceptions: There were no exceptions noted.
 - iii. Observe that any leave accrued or taken during the pay period is reflected in the Parish's cumulative leave records.
Performance: Observed that the leave records maintained by the Parish to ensure leave taken during the period was reflected in the records.
Exceptions: There were no exceptions noted.
 - iv. Observe that the rate paid to the employees or officials agree to the authorized salary/pay rate found within the personnel file.
Performance: Observed the authorized salary/pay rate maintained in the personnel files and agreed to the rate paid.
Exceptions: There were no exceptions noted.
- C. Obtain a listing of those employees/officials that received termination payments during the fiscal period and management's representation that the list is complete. Randomly select 2 employees/officials, obtain related documentation of the hours and pay rates used in management's termination payment calculations and the Parish's policy on termination payments. Agree the hours to the employees'/officials' cumulative leave records, agree the pay rates to the employees'/officials' authorized pay rates in the employees'/officials' personnel files, and agree the termination payment to the Parish's policy.
Performance: Obtained a listing of employees, terminated during the fiscal year from management, and received management's representation of completeness in a separate letter. Agreed the hours to the cumulative leave records, agreed the pay rates to the authorized pay rates, and agreed termination payments to the termination policy.
Exceptions: There were no exceptions noted.

9) Procedures Performed on the Parish's Payroll and Personnel: (Continued)

- D. Obtain management's representation that employer and employee portions of payroll taxes, retirement contributions, health insurance premiums, and workers' compensation premiums have been paid, and associated forms have been filed, by required deadlines.
Performance: Obtained representation that employer and employee's portions of third-party related amounts were paid and filed by the required deadline.
Exceptions: There were no exceptions noted.

10) Procedures Performed on the Parish's Ethics:

- A. Using the 5 selected employees/officials from procedure #9 under "Procedures Performed on the Parish's Payroll and Personnel", obtain ethics compliance documentation from management and:
 - i. Observe that the documentation demonstrates each employee/official completed one hour of ethics training during the fiscal period as required by R.S. 42:1170.
Performance: Observed that the selected employees' files included documentation of ethics training completed during the fiscal year.
Exceptions: There were no exceptions noted.
 - ii. Observe whether the Parish maintains documentation which demonstrates each employee and official were notified of any changes to the Parish's ethics policy during the fiscal period, as applicable.
Performance: Inquired of management that the Parish notified employees and officials of any changes to the ethics policy during the fiscal year. The ethics policy is available to each employee through the TEAM TPCG web portal. Employees were alerted to policy changes through this portal.
Exceptions: There were no exceptions noted.
- B. Inquire and/or observe whether the Parish has appointed an ethics designee as required by R.S. 42:1170.
Performance: Inquired as to whether the Parish appointed an ethics designee.
Exceptions: There were no exceptions noted.

11) Procedures Performed on the Parish's Debt Service:

- A. Obtain a listing of bonds/notes and other debt instruments issued during the fiscal period and management's representation that the listing is complete. Select all debt instruments on the listing, obtain supporting documentation, and observe that State Bond Commission approval was obtained for each debt instrument issued as required by Article VII, Section 8 of the Louisiana Constitution.
Performance: Obtained a listing of bonds/notes issued during the fiscal period along with the supporting documentation and observed for State Bond Commission approval.
Obtained management's representation that the listing is complete in a separate letter.
Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

11) Procedures Performed on the Parish's Debt Service: (Continued)

B. Obtain a listing of bonds/notes outstanding at the end of the fiscal period and management's representation that the listing is complete. Randomly select one bond/note, inspect debt covenants, obtain supporting documentation for the reserve balance and payments, and agree actual reserve balances and payments to those required by debt covenants.

Performance: Obtained listing of bonds/notes outstanding at the end of the fiscal period.

Obtained management's representation that the listing is complete in a separate letter.

Selected one bond/note and inspected debt covenants and agreed actual reserve balances and payment to those required by debt covenants.

Exceptions: There were no exceptions noted.

12) Procedures Performed on the Parish's Fraud Notice:

A. Obtain a listing of misappropriations of public funds and assets during the fiscal period and management's representation that the listing is complete. Select all misappropriations on the listing, obtain supporting documentation, and observe that the Parish reported the misappropriation(s) to the legislative auditor and the district attorney of the parish in which the Parish is domiciled as required by R.S. 24:523.

Performance: Inquired of management of any misappropriations of public funds and assets during the fiscal period. No misappropriations were noted.

Exceptions: There were no exceptions noted.

B. Observe the Parish has posted on its premises and website, the notice required by R.S. 24:523.1 concerning the reporting of misappropriation, fraud, waste, or abuse of public funds.

Performance: Inquired and observed such notice posted on the premises and website.

Exceptions: There were no exceptions noted.

**13) Procedures Performed on the Parish's Information Technology Disaster Recovery/
Business Continuity:**

A. Perform the following procedures, verbally discuss the results with management, and report "We performed the procedure and discussed the results with management."

- i. Obtain and inspect the Parish's most recent documentation that it has backed up its critical data (if there is no written documentation, then inquire of personal responsible for backing up critical data) and observe evidence that such backup (a) occurred within the past week, (b) was not stored on the Parish's local server or network, and (c) was encrypted.

Performance: We performed the procedure and discussed the results with management.

**Schedule 1
(Continued)**

**13) Procedures Performed on the Parish's Information Technology Disaster Recovery/
Business Continuity: (Continued)**

ii. Obtain and inspect the Parish's most recent documentation that it has tested/verified that its backups can be restored (if no written documentation, inquire of personnel responsible for testing/verifying backup restoration) and observe evidence that the test/verification was successfully performed within the past 3 months.

Performance: We performed the procedure and discussed the results with management.

iii. Obtain a listing of the Parish's computers currently in use and their related locations, and management's representation that the listing is complete. Randomly select 5 computers and observe while management demonstrates that the selected computers have current and active antivirus software and that the operating system and accounting system software in use are currently supported by the vendor.

Performance: We performed the procedure and discussed the results with management.

B. Randomly select 5 terminated employees (or all terminated employees if less than 5) using a list of terminated employees obtained in procedure #9C. Observe evidence that the selected terminated employees have been removed or disabled from the network.

Performance: We performed the procedure and discussed the results with management.

14) Procedures Performed on the Parish's Prevention of Sexual Harassment:

A. Using the 5 randomly selected employees/officials from "Procedures Performed on the Parish's Payroll and Personnel" #9A, obtain sexual harassment training documentation from management, and observe the documentation demonstrates each employee/official completed at least one hour of sexual harassment training during the calendar year as required by R.S. 42:343.

Performance: Examined sexual harassment training documentation for the 5 employees tested.

Exceptions: There were no exceptions noted.

B. Observe the Parish has posted its sexual harassment policy and complaint procedure on its website (or in a conspicuous location on the Parish's premises if the Parish does not have a website).

Performance: Inquired of management regarding the sexual harassment policy and complaint procedure. Sexual harassment policy and complaint procedure is available to each employee of the Parish via the TEAM TPCG web portal.

Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

14) Procedures Performed on the Parish's Prevention of Sexual Harassment:

- C. Obtain the Parish's annual sexual harassment report for the current fiscal period, observe that the report was dated on or before February 1, and observe it includes the applicable requirements of R.S. 42:344:
 - i. Number and percentage of public servants in the agency who have completed the training requirements.
 - Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
 - Exceptions: There was an exception noted due to the report being dated after February 1.
 - ii. Number of sexual harassment complaints received by the agency.
 - Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
 - Exceptions: There was an exception noted due to the report being dated after February 1.
 - iii. Number of complaints which resulted in a finding that sexual harassment occurred.
 - Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
 - Exceptions: There was an exception noted due to the report being dated after February 1.
 - iv. Number of complaints in which the finding of sexual harassment resulted in discipline or corrective action.
 - Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
 - Exceptions: There was an exception noted due to the report being dated after February 1.
 - v. The amount of time it took to resolve each complaint.
 - Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
 - Exceptions: There was an exception noted due to the report being dated after February 1.

Management's Overall Response to Exceptions:

- 14)C Management will prepare an annual sexual harassment report containing the applicable requirements of R.S. 42:344 on or before the February 1st deadline next year.

ATTACHMENT E-1
Disclosure and Certification Statement
2023 Regular Legislative Session

Schedule 20

Contracting Party Name: Terrebonne Parish Consolidated Govt

Name of Program: Terrebonne Sports Complex

Sub-Contractor's Name: TBD

Sub-Contractor's Mailing Address:

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (**ATTACH COPY OF AUDIT FINDINGS**)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (Authorized person)

Print Name and Title

Date

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

659-501-8913-20
 PARISH SPORTS PARK COMPLEX
 R# 659-000-6342-11
 R# 659-000-6343-35
 R# 659-000-6343-37

TOTAL FUNDING	\$	12,257,194
EXPENDITURES THRU 12/31/22		(4,902,347)
PROJECT BALANCE	\$	<u>7,354,847</u>

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

CONTINUED ON NEXT PAGE

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

659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
R# 659-000-6342-11
R# 659-000-6343-35
R# 659-000-6741-05

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-21	ORD 9229	FROM FUND 285 B COUNTRY SPORTS PARK	95,000						
Jan-21	ORD 9229	FROM 661-310-8916-59 FD 280	18,131						
Jan-21	ORD 9229	FACILITY PLANNING & CONTROL	1,009,900						
Jul-21	ORD 9295	ARP- FUND 201	250,000						
Apr-21	ORD 9359	ACT 120 OF 2021	500,000						
Jun-22	ORD 9379	FROM 659-000-6912-00	11,662						
Aug-22	LIA #77	FROM 659-501-8913-36 FD 285	688,447						
Aug-22	LIA #77	FROM 659-501-8913-37 FD 255	404,959						
Aug-22	ORD 9413	FROM FD 255 1/4% SALES TAX FUND	56,441						
Sep-22	ORD 9420	FROM FD 280 P/W RECREATION FUND	675,000						
Sep-22	ORD 9420	FROM FD 255 1/4% SALES TAX FUND	675,000						
Dec-22	ORD 9445	FACILITY PLANNING & CONTROL	2,984,000						
Jun-23	LIA #37	TO 659-501-8913-36 FP&C		(1,177,747)					
Jun-23	LIA #37	TO 659-501-8913-36 FD 255		(392,582)					
Sep-23	LIA #97	TO 659-501-8913-36 FP&C		(826,853)					
Sep-23	LIA #97	FROM 659-501-8913-36 FD 255		10,267					
Oct-23	ORD 9521	FACILITY PLANNING & CONTROL		2,000,000					
Oct-23	ORD 9521	FD 255 CLOSE TO FUND BALANCE		(500,000)					
Oct-23	ORD 9521	FD 280 P/W RECREATION FUND		500,000					
Nov-23	ORD 9530	FROM 659-501-8913-30 FD 280		5,386					
Jan-24	ORD 9538	FD 280 P/W RECREATION FUND			500,000				
Jan-24	PENDING BA	FROM ENTERGY 659-000-6741-05			5,000				
Mar-24	PENDING BA	ACT 397 OF 2023			1,000,000				
LESS PRIOR YEARS EXPENDITURES			(4,902,347)						
FUNDS AVAILABLE			\$ 7,236,376	\$ (381,529)	\$ 1,505,000	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT:	JOSEPH FURR DESIGN	DESCRIPTION:	EVALUATE THE MERITS AND FEASIBILITY OF
CONTRACTOR:	ALL SOUTH, ENGINEERING BAYOU IRRIGATION, INC. LEWIS STONE, LLC.		ACQUIRED LAND IN PARTNERSHIP WITH RECREATION DISTRICT 2, 3 FOR THE PURPOSE OF DEVELOPING A MAJOR SPORTS PARK COMPLEX.

ACCT: 659-501-8913-20

CAPITAL PROJECTS CONTRL
 PARKS & GROUNDS
 PARISH SPORTS PARK COMPLEX

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	6,854,847	5,256,810.88	0	1,598,036
2024	500,000	.00	0	500,000
CLOSED:				
2017	450,102	18,205.00	N/A	431,897
2018	1,279,175	469,624.52	N/A	809,550
2019	1,054,550	934,430.93	N/A	120,119
2020	370,119	13,055.24	N/A	357,064
2021	1,730,095	327,135.90	N/A	1,402,959
2022	7,398,468	162,091.88	N/A	7,236,376

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section II

Kayla Dupre

From: Kandace Mauldin
Sent: Tuesday, February 6, 2024 6:38 AM
To: Kayla Dupre
Subject: Budget Amendment

I am depositing a \$200 check into 204-000-6741-01 for a donation from Firefighters Charitable Foundation. Please do a budget amendment to add the expenditures to 204-222-8225-01.

Thanks

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



Saltwater Fishing Capital of the World



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
 CUSTOMER SERVICE DIVISION
 8026 Main Street (Lobby) - Houma, Louisiana 70360

OFFICIAL RECEIPT
 ACCOUNTING COPY
 Phone (985) 873-6462

Receipt No. 0134963

Date 02/06/2024 08:35 AM

Name/Address FIREFIGHTERS CHARITABLE FOUNDATION INC HOUMA, LA	REFERENCE NUMBERS	
	U/B Account No.	
	A/R Invoice No.	
License/Registration No.		
Reference DONATION GRANT		

FEES AND PAYMENTS			
Description	G/L Account	Fees	Regular Pmt.
DONATIONS	204-000-6741-01	200.00	
CHECK #28254			200.00
Total			200.00

FOR INTERNAL USE ONLY	
Received by	EDUPLANTIS
Amt. Rec'd.	\$*****200.00
Notes	(01) \$200.00 CK #28254

103400 CASH - 1ST NATL-KING

DONATION GRANT

200.00

204-000-6741-01

FIREFIGHTERS CHARITABLE FOUNDATION INC

11/11/2023

TERREBONNE PARISH CONSOLIDATED GOVT. HOUMA FIRE DEPT.

DONATION GRANT

200.00

028254

ACCT: 204-000-6741-01

PUBLIC SAFETY FUND
NO DEPARTMENT NAME
DONATIONS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	0	.00	0	0
2024	0	200.00-	0	200
CLOSED:				
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	0	.00	N/A	0
2022	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

ACCT: 204-222-8225-01

PUBLIC SAFETY FUND
 FIRE - URBAN
 OPERATING SUPPLIES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	30,000	24,992.22	0	5,008
2024	20,000	588.55	38	19,373
CLOSED:				
2017	66,987	46,603.71	N/A	20,383
2018	31,181	20,310.62	N/A	10,870
2019	30,000	18,601.93	N/A	11,398
2020	35,000	25,493.03	N/A	9,507
2021	31,673	30,559.95	N/A	1,113
2022	33,793	15,790.75	N/A	18,002

ENTER = CONTINUE

CF01 = EXIT

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

INPUT SCR

Transaction Details List View | Last 30 Days



Terrebonne Parish Consolidated Government - TERRCON

Account Number	(Balances as of	12/05/2023 13:08:35
Account Name	General Fund	Transactions As Of	12/05/2023 13:09:08
Currency	USD		

TODAY'S BALANCES

Opening Ledger	2,847,728.91	Opening Available	2,841,898.58	Current Available	2,641,271.56
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TRANSACTION DETAILS

Post Date	Transaction Description	Amount	Bank Reference	Customer Reference	Transaction Detail
11/30/2023	ACH CREDIT RECEIVED	354,243.97	2004563183		Year 3 Per OPIOID ABATE

Section III

Transfer List View | Upcoming Transfers



Terrebonne Parish Consolidated Government - TERRCON

ID	Transfer Date	Amount	Status	From Account Name	From Account Number	To Account Name	To Account Number	Transfer Ref	Template Code	Entry Method	Possible Duplicate
5920	12/06/2023	354,243.97	Released	General Fund	0062276496	Opold Settlement Acct	0070729760			Freeform	No

REPORT TOTALS

Transfers		Total Credit Amount	Payments
Transfers	(USD to USD)	354,243.97 USD	1

ACCT: 204-000-6436-03

PUBLIC SAFETY FUND
NO DEPARTMENT NAME
OPIOID ABATEMENT REVENUE

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2023	632,687	986,930.72-	0	354,244
2024	0	.00	0	0
CLOSED:				
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	0	.00	N/A	0
2022	0	.00	N/A	0

*closed to
FB*

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Category Number: 3.
Item Number: A.



Wednesday, March 13, 2024

Item Title:

Budget and Finance Committee

Item Summary:

Budget and Finance Committee, 03/11/24*

Category Number: 3.
Item Number: B.



Wednesday, March 13, 2024

Item Title:

Public Services Committee

Item Summary:

Public Services Committee, 03/11/24*



Wednesday, March 13, 2024

Item Title:

Policy, Procedure and Legal Committee

Item Summary:

Policy, Procedure and Legal Committee, 03/11/24*

***(Ratification of minutes call public hearings on Wednesday, March 27, 2024, at 6:30 p.m.)**

Category Number: 4.
Item Number: A.



Wednesday, March 13, 2024

Item Title:

Street Light List

Item Summary:

Light installation, removals and/or activations.



Wednesday, March 13, 2024

Item Title:

Downtown Development Corporation

Item Summary:

DOWNTOWN DEVELOPMENT CORPORATION: Four (4) expired terms. (Each representing the following entities: One (1) representing the Parish Council, one (1) representing the Historical Society, one (1) Downtown Merchants, and one (1) representing Arts and Humanities. Ms. Eugenia Ardoin, representing the Art and Humanities, submits application for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	3/8/2024	Cover Memo
Application - Eugenia Ardoin	3/8/2024	Cover Memo
Nomination Letter	3/8/2024	Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **WEDNESDAY, MARCH 13, 2024, REGULAR SESSION** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 3A BOARD: One (1) vacancy.

RECREATION DISTRICT NO. 6 BOARD: One (1) vacancy due to a resignation.

RECREATION DISTRICT NO. 10 BOARD: One (1) vacancy.

RECREATION DISTRICT NO. 8 BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expired terms.

FIRE PROTECTION DISTRICT NO. 10 BOARD: One (1) expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Twelve (12) expired terms. (Each representing one of the following: Social Services, Education, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office, Houma Police Department, Terrebonne Parish School Board and the Office of the District Public Defender 32nd JDC).

PLANNING AND ZONING COMMISSION: One (1) expired term. (Applicant must reside in the City of Houma).

HOUMA AREA CONVENTION AND VISITORS' BUREAU: One (1) expired term. (Representing a Civic Non-Profit Organization) and one (1) vacancy due to a resignation (Representing the Regional Military Museum).

→ **DOWNTOWN DEVELOPMENT CORPORATION:** Four (4) expired terms. (Each representing the following entities: One (1) representing the Parish Council, one (1) representing the Historical Society, one (1) Downtown Merchants, and one (1) representing Arts and Humanities).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expired term. (Representing the Council)

SOUTH CENTRAL HUMAN SERVICES AUTHORITY: One (1) expired term.

TERREBONNE PARISH TREE BOARD: One (1) expired term and one (1) vacancy due to a resignation.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on **MONDAY, MARCH 11, 2024**. A brief résumé and/or letter of interest in serving should also be submitted.

**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 2-20-24

I, EUGENIA ARDOIN, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 107 OUISKI BAYOU DR
(Address)

HOUMA, LA 70360, Telephone number is (985) 209-4404
(City, State, and Zip Code)

and E-mail is DIRECTOR@BAYOUARTS.ORG, wish to qualify for appointment
as a member of the HOUMA DOWNTOWN DEVELOPMENT CORPORATION in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
107 OUISKI BAYOU DR. HOUMA, LA 70360 for 12 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the _____ Yes _____ No _____
(Recreation District)
and Council District No. _____.

D. Applicant affirms that he/she has not been convicted of a felony Yes X No _____.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of HOUMA DOWNTOWN DEVELOPMENT CORPORATION
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
HOUMA DOWNTOWN DEVELOPMENT CORPORATION
(Board/Committee/Commission)

F. Applicant is aware of the HOUMA DOWNTOWN DEVELOPMENT CORPORATION board criteria and
attendance requirements. (Board/Committee/Commission)
Yes x or No _____.

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FEB 27 2024

TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with BAYOU REGIONAL ARTS COUNCIL
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No X
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes ___ or No X.

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No X
If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No X
State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No X
State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?
Yes ___ or No X

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?
Yes ___ or No X

If yes, explain: _____

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes or No

If yes, explain: CURRENTLY SERVE AS PRESIDENT OF BAYOU YOUTH EQUITY FOUNDATION

Applicant must complete and return this application along with a copy of their resume to:

**MRS. TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**

Eugenia Ardoin


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020



Bayou Regional Arts Council
P.O. Box 3165
Houma, LA 70361

www.bayouarts.org
director@bayouarts.org

February 27, 2024

Terrebonne Parish Council

RE: BRAC nomination to HDDC Board

To whom it may concern,

The Bayou Regional Arts Council would like to nominate Genie Ardoin for the open spot on the HDDC Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Bunn". The signature is fluid and cursive.

Bryan Bunn
President

RECEIVED
FEB 27 2024

**TERREBONNE PARISH
COUNCIL**



Wednesday, March 13, 2024

Item Title:

Tree Board

Item Summary:

TERREBONNE PARISH TREE BOARD: One (1) expired term and one (1) vacancy due to a resignation. Ms. Connie Bourg submits application and resume for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	3/8/2024	Cover Memo
Term Expiration Notice	3/8/2024	Cover Memo
Application - Connie Bourg	3/8/2024	Cover Memo
Resume - Connie Bourg	3/8/2024	Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **WEDNESDAY, MARCH 13, 2024, REGULAR SESSION** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 3A BOARD: One (1) vacancy.

RECREATION DISTRICT NO. 6 BOARD: One (1) vacancy due to a resignation.

RECREATION DISTRICT NO. 10 BOARD: One (1) vacancy.

RECREATION DISTRICT NO. 8 BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expired terms.

FIRE PROTECTION DISTRICT NO. 10 BOARD: One (1) expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Twelve (12) expired terms. (Each representing one of the following: Social Services, Education, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office, Houma Police Department, Terrebonne Parish School Board and the Office of the District Public Defender 32nd JDC).

PLANNING AND ZONING COMMISSION: One (1) expired term. (Applicant must reside in the City of Houma).

HOUMA AREA CONVENTION AND VISITORS' BUREAU: One (1) expired term. (Representing a Civic Non-Profit Organization) and one (1) vacancy due to a resignation (Representing the Regional Military Museum).

DOWNTOWN DEVELOPMENT CORPORATION: Four (4) expired terms. (Each representing the following entities: One (1) representing the Parish Council, one (1) representing the Historical Society, one (1) Downtown Merchants, and one (1) representing Arts and Humanities).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expired term. (Representing the Council)

SOUTH CENTRAL HUMAN SERVICES AUTHORITY: One (1) expired term.

→ **TERREBONNE PARISH TREE BOARD:** One (1) expired term and one (1) vacancy due to a resignation.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on **MONDAY, MARCH 11, 2024**. A brief résumé and/or letter of interest in serving should also be submitted.

**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**

JOHN AMEDÉE, CHAIRMAN

CARL HARDING, VICE-CHAIRMAN



DISTRICT 1
BRIEN PLEDGER
DISTRICT 3
CLAYTON VOISIN, JR.
DISTRICT 5
C. KEVIN CHAMPAGNE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
CLYDE HAMNER
DISTRICT 8
KIMBERLY CHAUVIN
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

January 31, 2024

MEMO TO: Tammy E. Triggs
Council Clerk

FROM: Keith Hampton 
Assistant Council Clerk

RE: Term Expirations

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of February 2024.

Recreation District No. 8	Sue Adams	02/22/24
→ Tree Board	Wayne G. Simoneaux	02/23/24

By copy of this memo, individuals are being requested to email *Council Clerk Tammy E. Triggs* at ttriggs@tpcg.org or *Assistant Council Clerk Keith Hampton* at khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out new board applications which can be found on the Terrebonne Parish website at tpcg.org. If you have any questions, please feel free contact our office at (985) 873-6519.

/tet
cc: Council Agenda File
Organizations/Individuals



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 02/26/2024

I, CONNIE BOURG, of full majority age, whose primary
(Applicant's Name)

5953 ALMA ST
residence and permanent mailing address is _____,
(Address)

HOUMA LA 70364, Telephone number is (985) 804-1446,
(City, State, and Zip Code)

and E-mail is cobourgsue@hotmail.com, wish to qualify for appointment

as a member of the TREE BOARD in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
5953 ALMA ST HOUMA LA 70364 for 4 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 3.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of N/A
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the _____ Yes _____ No X
(Recreation District)
and Council District No. _____.

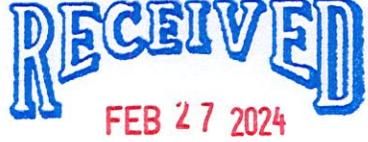
D. Applicant affirms that he/she has not been convicted of a felony Yes X No _____.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of TREE BOARD.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
TREE BOARD.
(Board/Committee/Commission)

F. Applicant is aware of the TREE BOARD board criteria and
attendance requirements. (Board/Committee/Commission)

Yes X or No _____.



G. Applicant affirms that his/her employment with _____
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No.

State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ___ or No.

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No.

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No.

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes _____ or No _____

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ___ or No

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ___ or No

If yes, explain: _____

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes _____ or No X

If yes, explain: _____

Applicant must complete and return this application **along with a copy of their resume** to:

**MRS. TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**

Connie Bourg

Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020



Wednesday, March 13, 2024

Item Title:

Fire Protection District No. 8 Board

Item Summary:

Fire Protection District No. 8 Board: Two (2) expired terms. Mr. Richard Price expresses his interest in being reappointed.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	3/8/2024	Cover Memo
Application - Richard Price	3/8/2024	Cover Memo
Resume - Richard Price	3/8/2024	Cover Memo

“NOTICE TO THE PUBLIC”

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RECREATION DISTRICT NO. 6 BOARD: One (1) vacancy due to a resignation.

RECREATION DISTRICT NO. 10 BOARD: One (1) vacancy.

RECREATION DISTRICT NO. 8 BOARD: One (1) expired term.

→ **FIRE PROTECTION DISTRICT NO. 8 BOARD:** Two (2) expired terms.

FIRE PROTECTION DISTRICT NO. 10 BOARD: One (1) expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Twelve (12) expired terms. (Each representing one of the following: Social Services, Education, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office, Houma Police Department, Terrebonne Parish School Board and the Office of the District Public Defender 32nd JDC).

PLANNING AND ZONING COMMISSION: One (1) expired term. (Applicant must reside in the City of Houma).

HOUMA AREA CONVENTION AND VISITORS' BUREAU: One (1) expired term. (Representing a Civic Non-Profit Organization) and one (1) vacancy due to a resignation (Representing the Regional Military Museum).

DOWNTOWN DEVELOPMENT CORPORATION: Four (4) expired terms. (Each representing the following entities: One (1) representing the Parish Council, one (1) representing the Historical Society, one (1) Downtown Merchants, and one (1) representing Arts and Humanities).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expired term. (Representing the Council)

SOUTH CENTRAL HUMAN SERVICES AUTHORITY: One (1) expired term.

TERREBONNE PARISH TREE BOARD: One (1) expired term and one (1) vacancy due to a resignation.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on **MONDAY, MARCH 11, 2024**. A brief résumé and/or letter of interest in serving should also be submitted.

**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**

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MAR 07 2024

Attention Kieth Hampton

TERREBONNE PARISH COUNCIL



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM

DATE: 10-10-23

I, Richard Price, of full majority age, whose primary residence and permanent mailing address is 5121 Bayou Black drive Gibson, La. 70356, Telephone number is (985) 209-6876 and E-mail is ricky.price701@yahoo.com, wish to qualify for appointment as a member of the Fire District 8 Terrebonne District #8 in Terrebonne Parish, State of Louisiana, and states to be correct and true the following:

- A. Applicant has maintained his/her primary residence in Terrebonne Parish at 5121 Bayou Black drive Gibson La 70356 for 22 yrs consecutive years.
B. If applying for membership as a member of a Fire Protection District Board, applicant affirms that he/she is a resident property owner/taxpayer of Fire District 8 Terrebonne District #8 and Council District No. 2.
C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of the (Recreation District) Yes No
D. Applicant affirms that he/she has not been convicted of a felony Yes No
E. To the best of his/her knowledge, no member of the applicant's immediate family will receive any personal economic benefit from his/her service on Fire District 8 Terrebonne District #8.
F. Applicant is aware of the Fire District 8 Terrebonne District #8 board criteria and attendance requirements. Yes or No

G. Applicant affirms that his/her employment with Coastal Safety
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No.

State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ___ or No.

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No.

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No.

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No.

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ___ or No.

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ___ or No.

If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes or No

If yes, explain: TERREBONNE PARISH DISTRICT #6

Applicant must complete and return this application **along with a copy of their resume** to:

MRS. TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020

RICHARD ANTHONY PRICE

Experience

2015-Present

COASTAL SAFETY

Houma, La.

Onsite Safety Technician/Instructor for oilfield safety, construction and general industry. Topics include H2S, Fall Protection, Confined Space, Incipient Fire, Fall Protection Rescue, Confined Space Rescue. Hazwoper, Rigging, Crane, Scaffolding NORM

2002 - 2015

BOLLINGER MARINE FABRICATORS

Amelia, La.

Fitter Supervisor, Last 11 years worked in the planning department. My job title was Planner / Scheduler. Duties included putting work packages together for production from structural drawings. Tracked progress from production on all projects. Conducted weekly production meetings with supervisors and reported status results to management. Created Excel spread sheets for production and vendors to help them with progressing. Was in control of Main Saver program which is our maintenance tracking program. I generated and closed preventive maintenance work orders for all BMF equipment, buildings, etc. Took weekly progress photos of all projects, launching of vessels, and saved pictures in job folders for project managers and upper management.

1985 - 2002

QUALITY SHIPYARDS

Houma, La

Dry Dock Foreman, Pushed Ship Fitting crew for 15 years. Duties included dry docking vessels for repairs. Cut vessels in half and added plug sections in to make the vessels longer. Refit supply vessels to fishing vessels. Built modules at the new construction yard for River Tow boats.

1974 - 1984

UNIVERSAL IRON WORKS

Houma, La

1st Class Ship Fitter (New Construction)

Education

Year - Year

GED High School Diploma

South Terrebonne

Houma, La

Skills

2000-Present

West Terrebonne Fire and Rescue

Rescue Lt. W/ Emergency Medical Responder License
w/CPR and AED

Confined Space and Rope Rescue (LSU) 2004-2005

2015 Amtrak Emergency Response MCI

Louisiana State Police Scene Management 2015

AASI Night Landing Zone Coordinator 2015



Wednesday, March 13, 2024

Item Title:

Fire Protection District No. 10 Board

Item Summary:

Fire Protection District No. 10 Board: One (1) expired term. Ms. Regina Pierron expresses her interest in being reappointed.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	3/8/2024	Cover Memo
Term Expiration Notice	3/8/2024	Cover Memo
Application - Regina Pierron	3/8/2024	Cover Memo
Resume - Regina Pierron	3/8/2024	Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **WEDNESDAY, MARCH 13, 2024, REGULAR SESSION** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 3A BOARD: One (1) vacancy.

RECREATION DISTRICT NO. 6 BOARD: One (1) vacancy due to a resignation.

RECREATION DISTRICT NO. 10 BOARD: One (1) vacancy.

RECREATION DISTRICT NO. 8 BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expired terms.

→ **FIRE PROTECTION DISTRICT NO. 10 BOARD:** One (1) expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Twelve (12) expired terms. (Each representing one of the following: Social Services, Education, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office, Houma Police Department, Terrebonne Parish School Board and the Office of the District Public Defender 32nd JDC).

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TERREBONNE PARISH TREE BOARD: One (1) expired term and one (1) vacancy due to a resignation.

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**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**

JESSICA DOMANGUE, CHAIRWOMAN

JOHN AMEDÉE, VICE-CHAIRMAN



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

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

December 1, 2023

MEMO TO: Tammy E. Triggs
Council Clerk

FROM: Keith Hampton
Assistant Council Clerk

RE: Term Expirations

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of January 2024.

Bayou Cane Fire	Edward Lawson	01-01-24
	Hayward Sims, Jr.	01-01-24
	Robert Page	01-01-24
	Nicholas Hebert	01-01-24
Schriever Fire Protection	Melinda Duncan	01-01-24
	Janette Schexnayder	01-01-24
Coteau Fire Protection	Robert Parr	01-01-24
	Patricia Prestenbach	01-01-24
Fire Protection District 4	Louis Pitre	01-01-24
	Cyril A. "Kirby" Verret	01-01-24
	Pamela Carlos	01-01-24
Fire Protection District 5	Gerald F. Arceneaux	01-01-24
	Jan J. Rogers	01-01-24
	Jody J. Blanchard	01-01-24
	Kurt L. Charpentier	01-01-24
Fire Protection District 6	Kevin P. Belanger	01-01-24
	Peter G. Lambert	01-01-24
Fire Protection District 7	Bruce R. Wolf	01-01-24
	Marty L. Dupre	01-01-24
	Thomas A. Horn	01-01-24

JESSICA DOMANGUE, CHAIRWOMAN

JOHN AMEDÉE, VICE-CHAIRMAN



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

- DISTRICT 2
CARL A. HARDING
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- DISTRICT 6
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- DISTRICT 8
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- COUNCIL CLERK
TAMMY E. TRIGGS

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ttriggs@tpcg.org www.tpcg.org

Fire Protection District 8	Michael Anthony	01-01-24
	Johnny Marks	01-01-24
Fire Protection District 9	Riley Gros	01-01-24
	Lynn Giroir	01-01-24
	Michael J. Armit	01-01-24
→ Fire Protection District 10	Samuel Small, Jr.	01-01-24
	Regina Pierron	01-01-24
	Davon K. Charles	01-01-24
Village East Fire	Louis Prosperie, Jr.	01-01-24
	John Roy	01-01-24
	Roy J. Desmore	01-01-24
	Lydell Crochet	01-01-24

By copy of this memo, individuals are being requested to email *Council Clerk Tammy E. Triggs* at ttriggs@tpcg.org or *Assistant Council Clerk Keith Hampton* at khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out new board applications which can be found on the Terrebonne Parish website at tpcg.org. If you have any questions, please feel free contact our office at (985) 873-6519.

/tet

cc: Council Agenda File
 Organizations/Individuals



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 3/7/24

I, Régina Pierron, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 111 Onca Ct
(Address)

Theriot La 70397, telephone number is 985 217 04738
(City, State, and Zip Code)

and E-mail is ginapie48@yahoo.com, wish to qualify for appointment
as a member of the _____ in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
111 Onca Ct Theriot, La 70397 26 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 7.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of Fire district 20
(Fire District)
and Council District No. 7.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the Rec district 10 Yes No
(Recreation District)
and Council District No. 7.

D. Applicant affirms that he/she has not been convicted of a felony Yes No .

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Terrebonne Parish Fire dist, 10
(Board/Committee/Commission) for d, e, & f

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

Terrebonne Parish Fire Dist. 10 for d, e, & f
(Board/Committee/Commission)

F. Applicant is aware of the Fire dist 10 board criteria and
attendance requirements. (Board/Committee/Commission)

Yes or No .

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MAR 08 2024

TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with TouchStone, Aba
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes ___ or No

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No
If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No
State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No
State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?
Yes ___ or No

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?
Yes ___ or No

If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes or No

If yes, explain: Been on Board for Terrebonne Parish Fire Dist 10 for at least 5 years.

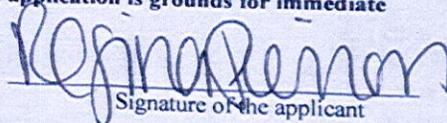
Applicant must complete and return this application along with a copy of their resume to:

MRS. TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020

REGINA PIERRON

SUMMARY

Hardworking employee with customer service, multitasking and time management abilities. Devoted to giving every customer a positive and memorable experience. Highly-motivated employee with desire to take on new challenges. Strong work ethic, adaptability and exceptional interpersonal skills. Adept at working effectively unsupervised and quickly mastering new skills.

EXPERIENCE

Registered Line Tech

Touchstone Aca | Houma, LA | March 2023 - Current

- Promoted high customer satisfaction by resolving problems with knowledgeable and friendly service.
- Understood and followed oral and written directions.
- Worked successfully with diverse group of coworkers to accomplish goals and address issues related to our products and services.

Cashier

Tommys stop and go | Houma, LA | June 2022 - March 2023

- Operated cash register or POS system to receive payment by cash, check and credit card.
- Accepted cash and credit card payments, issued receipts and provided change.
- Answered customer questions and provided store information.

Customer Service Representative

Arrow loans | Houma, LA | October 2018 - April 2020

- Promoted high customer satisfaction by resolving problems with knowledgeable and friendly service.
- Answered incoming calls and emails, providing frontline customer support or assistance with product and service transactions.
- Remained calm and professional in stressful circumstances and effectively diffused tense situations.

CONTACT

📞 985-232-1516

✉️ GINAPIE35@GMAIL.COM

📍 Golden Meadow, LA 70357

SKILLS

- Great Mechanical Aptitude
- Knowledge of Power Transmission
- Understanding of Fluids
- Knowledge of Protective Coverings
- Instructing Customers
- Friendly, Positive Attitude
- Customer Service
- Good Work Ethic
- Reliable & Trustworthy

EDUCATION AND TRAINING

Medical Office Administrations
Blue Cliff - Houma, Houma, LA
September 2010

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TERREBONNE PARISH
COUNCIL

Category Number: 6.
Item Number: A.



Wednesday, March 13, 2024

Item Title:

Milford and Associates

Item Summary:

Milford and Associates.

ATTACHMENTS:

Description

Backup

Upload Date

3/8/2024

Type

Cover Memo

PROJECT STATUS REPORT (VIA EMAIL khampton@tpcg.org)

March 13, 2024

1. PROJECT: COUNCIL DISTRICT 5

a. Parish Project No.: 23-BRG-10

b. Title: EAST WOODLAWN

BRDG REPLACE

2. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement 1-JUN-23

b. Type (Hourly, Lump Sum, %) “LUMP SUM” & %

c. Total Fees (Basic Services) \$65,700.00

3. PLAN AND PREPARATION STATUS:

a. Study and Reports (%) 100%

b. Preliminary Design (%) 100%

c. Final Design (%) 99%

d. Bidding and Negotiating (%) 0%

e. Construction Admin (%) 0%

f. Estimated Bid Date

g. Estimated Cost of Construction \$1,038,100.00

4. CONSTRUCTION STATUS:

a. Actual Bid Date

b. Contractor

c. Contract Amount

d. Work Order Issued

e. Total Contract Time (Working Days)

f. Scheduled Completion Date

g. Time Elapse Days (%) 0/0%

h. Project Complete (%) 0%

i. Estimates Paid to Date (\$) \$0

j. Date of Substantial Completion

5. PROJECT COORDINATOR: MILFORD & ASSOCIATES, INC.

6. REMARKS: READY TO SET BID DATE.

F.E. Milford III, P.E.

Category Number: 6.
Item Number: B.



Wednesday, March 13, 2024

Item Title:

T. Baker Smith

Item Summary:

T. Baker Smith

ATTACHMENTS:

Description

Backup

Upload Date

3/7/2024

Type

Cover Memo

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MONTHLY STATUS REPORT FOR THE
PARISH COUNCIL MEETING, MARCH 13, 2024

PREPARED BY:



T. BAKER SMITH
A CENTURY OF SOLUTIONS

JACK E. PLAISANCE
SR. PROJECT MANAGER

MARCH 2024

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

March 13, 2024

1. PROJECT COORDINATOR Jack Plaisance

2. PROJECT:

- a. Parish Project No. 10-CDBG-WTR-70
- b. TBS Project No 2011.0086
 Cedar Grove to Ashland Landfill Levee and Water Control Structure (CDBG)
- c. Title Project

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 26, 2011
b. Type (Hourly, Lump Sum, %)	% Construction, T&M
c. Fees	
1. Total Estimated (Basic & Additional)	\$706,499.30
2. Current Budgeted Level	\$706,499.30
3. Remaining to be earned at current budgeted level	\$272,129.22
4. Earned to date	\$434,370.08

4. PLAN PREPARATION STATUS:

a. Right-of-way	80% (Phase I)
b. Permits	95% (Overall)
c. Soil Survey	50% (Overall)
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95% (Overall)
g. Estimated Bid Date	TBD
h. Estimated Cost of Construction	\$2,566,655.00 (Phases I thru III)

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS received the draft LDNR authorization on November 15, 2023. The permit and mitigation fees were paid to LDNR (\$8,750) on January 11, 2024 and the final DNR permit was received. Anticipate USACE to issue final permit within next few weeks.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

March 13, 2024

1. PROJECT COORDINATOR Jason Chauvin

2. PROJECT:
 - a. Parish Project No. 17-OYS-37
 - b. TBS Project No 2017.0907
 - c. Title Oyster Bed Surge Protection in Lake Chien and Tambour

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	May 2, 2018
b. Type (Hourly, Lump Sum, %)	Lump Sum/T&M
c. Fees	
1. Total Estimated (Basic & Additional)	\$745,272.00 (Phase I)
2. Current Budgeted Level	\$665,272.00
3. Remaining to be earned at current budgeted level	\$127,320.13
4. Earned to date	\$537,951.87

4. PLAN PREPARATION STATUS:

a. Right-of-way	20%
b. Permits	80%
c. Soil Survey	100%
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	TBD
h. Estimated Cost of Construction	TBD (PHASE I)

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARK

95% Design Documents and probable budget were submitted on August 19, 2021. Engineering services are on hold pending approved amendment for additional services. In June 2022, NFWF has awarded \$5.4 million with TPCG match. TBS submitted a proposal in October 2022 and a revised proposal in April 2023 to include revised permit applications, finalize construction documents and prepare ROW documents utilizing the NFWF funds to construct the Lake Chien portion of the project. TPCG continues to seek funding for required construction administration costs. Coordination with COE and LDNR is ongoing.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

March 13, 2024

1. PROJECT COORDINATOR Jack Plaisance

2. PROJECT:

- a. Parish Project No.
- b. TBS Project No 2022.1792
- c. Title Barrow Street Pump Station

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	November 3, 2022
b. Type (Hourly, Lump Sum, %)	% Construction, T&M
c. Fees	
5. Total Estimated (Basic & Additional)	\$916,162.50
6. Current Budgeted Level	\$650,537.50
7. Remaining to be earned at current budgeted level	\$408,610.12
8. Earned to date	\$241,389.88

4. PLAN PREPARATION STATUS:

a. Right-of-way	0%
b. Permits	0%
c. Soil Survey	60%
d. Field Survey	82%
e. Preliminary Plans	100%
f. Final Plans	20%
g. Estimated Bid Date	April 2024
h. Estimated Cost of Construction	\$16,581,598

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TPCG administration requested station capacity increase with electric pumps in February 2023. Geotechnical investigation ongoing. TBS met with Administration on March 4th. Design development is currently on hold and TBS will investigate alternative concepts for this project.



Wednesday, March 13, 2024

Item Title:

Councilman C. Voisin, Jr.: Sewage and Drainage

Item Summary:

COUNCILMAN CLAYTON VOISIN, JR.: Discussion and possible action as it relates to sewage and drainage issues.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/8/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Sewage and Drainage Issues

PROJECT SUMMARY (200 WORDS OR LESS)
COUNCILMAN CLAYTON VOISIN, JR.: Discussion and possible action as it relates to sewage and drainage issues.

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

TOTAL EXPENDITURE				
N/A				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
<u>ACTUAL</u>	ESTIMATED			
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
<u>N/A</u>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;">NO</td> <td style="text-align: center; width: 25%;">YES</td> <td style="text-align: center; width: 50%;">IF YES AMOUNT BUDGETED:</td> </tr> </table>	NO	YES	IF YES AMOUNT BUDGETED:
NO	YES	IF YES AMOUNT BUDGETED:		

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

<i>Clayton Voisin, Jr.</i>	<i>03/05/24</i>
Signature	Date



Wednesday, March 13, 2024

Item Title:

Notice to the Public

Item Summary:

RECREATION DISTRICT NO. 3A BOARD: One (1) vacancy.

FIRE PROTECTION DISTRICT NO. 8 BOARD: One (1) expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

TERREBONNE PARISH TREE BOARD: One (1) expired term.

ATTACHMENTS:

Description

Notice to the Public

Upload Date

3/7/2024

Type

Cover Memo

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SOUTH CENTRAL HUMAN SERVICES AUTHORITY: One (1) expired term.

TERREBONNE PARISH TREE BOARD: One (1) expired term and one (1) vacancy due to a resignation.

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**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**

Category Number: 9.
Item Number: A.



Wednesday, March 13, 2024

Item Title:

Parish President

Item Summary:

Parish President.

Category Number: 9.
Item Number: B.



Wednesday, March 13, 2024

Item Title:

Council Members

Item Summary:

Council Members.



Wednesday, March 13, 2024

Item Title:

Executive Session

Item Summary:

Pursuant to LA R.S. 42:16-17(A) (2) and R.S. 42:19, the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following:

Layman Bolden, Jr. verses No. 189283(A) Terrebonne Parish Consolidated Government, et al, 32nd Judicial Court, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description

Executive Summary

Upload Date

3/8/2024

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Executive Session

PROJECT SUMMARY (200 WORDS OR LESS)
<p>Pursuant to LA R.S. 42:16-17(A) (2) and R.S. 42:19, the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following:</p> <p>Layman Bolden, Jr. verses No. 189283(A) Terrebonne Parish Consolidated Government, et al, 32nd Judicial Court, Terrebonne Parish, Louisiana.</p>

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

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

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

<i>John Amedée</i>	03/08/24
_____	_____
Signature	Date