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# **TERREBONNE PARISH COUNCIL**

## **BUDGET AND FINANCE COMMITTEE**

<b>Ms. Arlanda Williams</b>	<b>Chairwoman</b>
<b>Ms. Christa Duplantis-Prather</b>	<b>Vice-Chairwoman</b>
<b>Mr. John Navy</b>	<b>Member</b>
<b>Mr. Gerald Michel</b>	<b>Member</b>
<b>Mr. Scotty Dryden</b>	<b>Member</b>
<b>Mr. Darrin Guidry</b>	<b>Member</b>
<b>Mr. Al Marmande</b>	<b>Member</b>
<b>Mr. Dirk Guidry</b>	<b>Member</b>
<b>Mr. Steve Trosclair</b>	<b>Member</b>



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

### **AGENDA**

August 7, 2017  
5:30 PM

Parish Council Meeting Room

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**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL MEETING TO ORDER**

**ROLL CALL**

1. **RESOLUTION:** Authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Best of the Bayou Foundation to provide \$50,000 to supplement the Best of the Bayou Festival in Downtown Houma.
2. **RESOLUTION:** Concurring with the recommendation of the Parish Administration to award Bid 17-OPEMG-24 (Re-Bid) Hotel Accommodations for Personnel in Support of Emergency Operations to Mainstay Suites and Fairfield Inn & Suites Houma Southeast.
3. **RESOLUTION:** To loan Disaster In-Fill Housing Program funds to Options for affordable housing in an amount not to exceed \$132,000.00 for the permanent financing of an affordable single family home located at 117 Antoine Street, Houma, LA.

4. Consider the introduction of an ordinance to amend the 2017 Adopted Operating Budget and 5-year Capital Outlay of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
  - I. Parish Sports Park Complex, \$200,000
  - II. Upper Little Caillou Pump Station, \$399,905and calling a public hearing on said matter on Wednesday, August 23, 2017 at 6:30 p.m.
5. Consider the introduction of an ordinance to amend the 2017 Adopted Operating Budget of the Terrebonne Parish Consolidated Government for the following item and to provide for related matters:
  - I. Houma Navigation Canal (HNC) Dredging, \$1,500,000and calling a public hearing on said matter on Wednesday, August 23, 2017 at 6:30 p.m.
6. Adjourn

Category Number:  
Item Number:



Monday, August 7, 2017

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**Item Title:**  
INVOCATION

**Item Summary:**  
INVOCATION

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Category Number:  
Item Number:



Monday, August 7, 2017

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Category Number:  
Item Number: 1.



Monday, August 7, 2017

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**Item Title:**

Best of the Bayou

**Item Summary:**

RESOLUTION: Authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Best of the Bayou Foundation to provide \$50,000 to supplement the Best of the Bayou Festival in Downtown Houma.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	8/2/2017	Executive Summary
Resolution	8/2/2017	Resolution
Backup	8/2/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
COOPERATIVE ENDEAVOR AGREEMENT, BEST OF THE BAYOU FOUNDATION

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Best of the Bayou Foundation to provide \$50,000 to supplement the Best of the Bayou Festival in Downtown Houma.

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

TOTAL EXPENDITURE		
\$50,000		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL	<u>ESTIMATED</u>	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$50,000

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

s/Kandace M. Mauldin, CFO

Signature

8/2/17

Date

**A resolution authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Best of the Bayou Foundation to provide \$50,000 to supplement the Best of the Bayou Festival in Downtown Houma.**

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution 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**, the Foundation was a recipient of funds from a BP Tourism Grant, through TPCG for the years 2012 and 2013, administered by the Louisiana Office of Tourism for the purposes of promoting Terrebonne Parish as a coastal destination for seafood, fishing and cultural activities through advertising, special events and festivals; and

**WHEREAS**, the Foundation was a recipient of funds from Terrebonne Parish for the years 2014, 2015 and 2016 for the purposes of promoting Terrebonne Parish as a coastal destination for seafood, fishing and cultural activities through advertising, special events and festivals; and

**WHEREAS**, TPCG and FOUNDATION believe they will continue to substantially benefit the tourism efforts in Terrebonne Parish by entering into this cooperative endeavor.

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes the Parish President to enter into a Cooperative Endeavor Agreement pending Legal review with the Best of the Bayou Foundation for an amount not to exceed \$50,000.

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
BEST OF THE BAYOU**

This agreement is made and entered into on the date and place indicated below between:

**PARISH OF TERREBONNE** a political subdivision of the State of Louisiana (“the **PARISH**”),, whose governing authority is the **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government, and

**BEST OF THE BAYOU (“FOUNDATION”)** a non-profit corporation of the State of Louisiana represented herein by its duly authorized President, Tim McNabb, and

who declares as follows:

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution 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**, the Foundation was a recipient of funds from a BP Tourism Grant, through TPCG for the years 2012 and 2013, administered by the Louisiana Office of Tourism for the purposes of promoting Terrebonne Parish as a coastal destination for seafood, fishing and cultural activities through advertising, special events and festivals; and

**WHEREAS**, the Foundation was a recipient of funds from Terrebonne Parish for the years 2014, 2015 and 2016 for the purposes of promoting Terrebonne Parish as a coastal destination for seafood, fishing and cultural activities through advertising, special events and festivals; and

**WHEREAS**, TPCG and FOUNDATION believe they will continue to substantially benefit the tourism efforts in Terrebonne Parish by entering into this cooperative endeavor; and

**NOW THEREFORE**, in consideration of the agreement herein contained, the Terrebonne Parish Consolidated Government, and FOUNDATION, each represented by the undersigned duly authorized to act herein, respectively, pursuant to Terrebonne Parish Council Resolution No. \_\_\_\_\_ and the FOUNDATION corporate resolution annexed hereto, agree to the following:

**Purpose**

The purpose of this Cooperative Endeavor Agreement between TPCG and FOUNDATION is provide parish funds to supplement the festival event for the Parish of Terrebonne centered in the City of Houma for the continued purposes of attracting large audiences from outside of the Parish of Terrebonne by promoting the area’s unique culture, music, cuisine, and art.

**Execution**

The FOUNDATION shall plan, and execute an annual festival as described herein. The festival events shall be designed to increase tourism, and publicize southern Louisiana with particular emphasis on Terrebonne Parish’s culture and distinctive coast/wetlands. It shall be a comprehensive event that provides a showcase for Louisiana’s wetlands’ environmental, cultural, and economic contributions to the U.S.



For the purposes of this agreement, each festival shall be considered one Project.

The FOUNDATION shall, within sixty (60) days of the effective date of this agreement, provide the TPCG with a comprehensive written timeline and schedule of goals for the Project, which shall establish deadlines for the goals of each Project. Goals shall include but not be limited to deadlines for procuring additional funding, launching advertising, securing entertainment, booking vendors, securing venues, securing permits, and executing the Project.

### **Terms and Conditions**

1.

1. FOUNDATION is required to host the Best of the Bayou annual festival as described herein which shall be scheduled and executed before December 1, 2017. For the purposes of this agreement, the festival shall be considered the project. Extensions will be considered only in exceptional circumstances. Projects not executed by the time allotted herein are considered to have expired. If a project expires, FOUNDATION must return funds advanced by the TPCG within 60 days of the project expiration date as a debt due and owing to the TPCG.
2. Any and all funds are to be used prior to the deadlines set above and solely for the purpose specified herein unless written permission has been obtained from the TPCG to vary these purposes. Any funds not so used must be returned by FOUNDATION to the TPCG within 30 days of the completion date or expiration date of the project as a debt due and owing to the TPCG.
3. The assistance of the Terrebonne Parish Consolidated Government MUST be acknowledged in some way appropriate to the final product of the festival. The Terrebonne Parish Consolidated Government has registered a trademark with the US Patent and Trademark Office – Saltwater Fishing Capital of the World® – for the parish tourism initiative. The TPCG's trademark, and TPCG's official parish seal, must be prominently displayed in all media, material, events, websites, and other aspects of the tourism expenditures funded through TPCG. The TPCG's trademark and seal, message, and requirements for use and display can be forwarded to the FOUNDATION by the TPCG. Failure to comply with this may affect any future funding requests. The final completion report will include copies of all project publicity.
4. As a condition of accepting financial assistance from the TPCG, FOUNDATION agrees to cooperate and permit an evaluation and audit of the FOUNDATION if deemed necessary by the TPCG. Complete financial records must be retained by FOUNDATION and made available to the TPCG upon request.
5. FOUNDATION must submit the following reports:
  - a. A financial activity report within 45 days after each calendar quarter upon receipt of the funds from TPCG.
  - b. A final project report due to TPCG within 45 days of completion giving a total breakdown of project costs and invoices.

2.

In order to provide for continued tourism efforts and in consideration for the performance of the services specified in this Cooperative Endeavor Agreement, TPCG agrees to provide the FOUNDATION with Fifty Thousand (\$50,000.00) Dollars for the Project. The \$50,000.00 shall be payable upon execution of this Agreement.

3.

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

- a. By written mutual agreement and consent of the parties hereto.

- b. By TPCG as a consequence of the failure of FOUNDATION to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of FOUNDATION, provided TPCG has first given FOUNDATION 30 days written notice of the alleged failure to comply and an opportunity to cure the alleged failure by thirty (30) days written notice by FOUNDATION or TPCG.

4.

**No-waiver.** The failure of TPCG and FOUNDATION 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 or of any of the supporting documentation.

5.

**Complete Contract.** This contract embodies the complete agreement of the parties superceding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

6.

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

7.

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

8.

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

9.

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

10.

No party shall assign, in whole or in part, the rights and obligations under this Agreement in any manner except by operation of law or by the consent of the non-assigning party obtained beforehand in writing, and in case of such assignment so consented to, all of the conditions and provisions herein shall apply to such substituted party.

11.

**Indemnification.** FOUNDATION agrees to defend, 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 (hereinafter referred to as "TPCG"), 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 wrongful act or omission of FOUNDATION its agents, servants, employees, or assigns, except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence or fault of TPCG, and in the event of joint and concurrent negligence of both FOUNDATION and TPCG, responsibility and

indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the TPCG under Louisiana law and without waiving any defenses of the parties hereto; and,

FOUNDATION further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of the TPCG.

12.

**Insurance.** The FOUNDATION shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the parties' obligations as set forth in this agreement. Minimum insurance requirements are found in Addendum 1 which is attached and incorporated herein.

13.

**Severability.** If any term of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms or applications which can be given effect without the invalid term or application; to this end the terms of this Agreement are declared severable.

**THUS DONE AND SIGNED**, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**WITNESSES:**

**PARISH OF TERREBONNE**

\_\_\_\_\_

BY: \_\_\_\_\_  
**GORDON E. DOVE**  
**PARISH PRESIDENT**

\_\_\_\_\_

**THUS DONE AND SIGNED** after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**WITNESSES:**

**BEST OF THE BAYOU**

\_\_\_\_\_

BY: \_\_\_\_\_  
**Tim McNabb**  
**PRESIDENT**

\_\_\_\_\_

## **ADDENDUM 1**

### **INSURANCE**

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

A. Minimum Limits of Insurance:

All parties shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Worker's Compensation Insurance to meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 and shall include:
  - a. Alternate Employer Endorsement
  - b. Voluntary Compensation Endorsement

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.
  - a. TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party, vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of each party named as an "additional insured."
  - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
  - c. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - d. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.

2. Workers' Compensation and Employers Liability Coverage

The FOUNDATION and its insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.

3. All Coverages

- a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or

in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as “additional insured.”

- b. All policies above endorsed to be primary coverage to any other coverage.
- c. Coverages should be endorsed to cover proper “territory” of operations.

C. Acceptability of Insurers

Insurance is to be placed with insurers authorized in Louisiana, with a Best’s rating of no less than A-V1.

D. Verification of Coverage

FOUNDATION shall furnish to TPCG certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the TPCG before work commences. TPCG reserves the right to require complete, certified copies of all required policies, at any time.



Monday, August 7, 2017

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**Item Title:**

Bid 17-OEPEMG-24 (Re-Bid) Hotel Accommodations for Personnel in Support of Emergency Operations

**Item Summary:**

RESOLUTION: Concurring with the recommendation of the Parish Administration to award Bid 17-OEPEMG-24 (Re-Bid) Hotel Accommodations for Personnel in Support of Emergency Operations to Mainstay Suites and Fairfield Inn & Suites Houma Southeast.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	8/2/2017	Executive Summary
Resolution	8/2/2017	Resolution
Bid Documents and Support Material	8/2/2017	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Resolution: BID 17-OEPEMG-24 (Re-Bid) Hotel Accommodations for Parish Personnel in Support of Emergency Operations

### PROJECT SUMMARY (200 WORDS OR LESS)

To award the bid to Mainstay Suites and Fairfield Inn & Suites Houma Southeast

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The establishment of pre-positioned contract(s) for Hotel Accommodations is to ensure safe and sanitary housing for the Parish's key personnel to rest and attend to personal hygiene when responding/working during the recovery process after an emergency event

### TOTAL EXPENDITURE

N/A

#### ACTUAL

#### ESTIMATED

☐ N/A

☐ NO

☐ YES

IF YES AMOUNT BUDGETED:

N/A

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☐ PARISHWIDE

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☐ 9

Signature

8-2-2017

Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO: \_\_\_\_\_

**WHEREAS**, bids were received on July 17, 2017 by Terrebonne Parish Consolidated Government (TPCG) for Bid 17-OPEMG-24 (Re-Bid) Hotel Accommodations for Personnel in Support of Emergency Operations, and

**WHEREAS**, after careful review by the Purchasing Division and Earl Eues, Director of the Office Homeland Security and Emergency Preparedness, it has been determined that the bids of Mainstay Suites and Fairfield Inn & Suites Houma Southeast should be accepted to establish a prepositioned contract in for Hotel Accommodations Support of Emergency Operations, and

**WHEREAS**, The initial contract term shall be for a one (1) year period. At TPCG's option, the contract may be extended for two (2) additional one (1) year periods provided there is no change in the terms, conditions, specifications and pricing structure.

**WHEREAS**, Parish Administration concurs with this recommendation to award Mainstay Suites and Fairfield Inn & Suites Houma Southeast for Bid 17-OPEMG-24 (Re-Bid) Hotel Accommodations for Personnel in Support of Emergency Operations and

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Parish President, Gordon C. Dove, is hereby authorized to accept the bids of Mainstay Suites and Fairfield Inn & Suites Houma Southeast for Hotel Accommodations in Support of Emergency Operations in accordance with the bids submitted on July 17, 2017.

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017



**Bid Cover Sheet**

**Bid Name:** BID 17-OEPEMG-24 (Re-Bid) Hotel Accommodations for Parish Personnel in Support of Emergency Operations

**Bid(s) Received:** 4

**Bid Date:** 07/17/2017

**Bids Opened By:** Gina Bergeron

<u>Bidder's Name:</u>	<u>Amount:</u>	<u>Check:</u>	<u>Bond:</u>
Comfort Inn	\$119.00		0.00
Fairfield Inn (generator on site)	\$129.00		0.00
La Quinta Inn	\$119.00		0.00
Mainstay Suites (generator on site)	\$119.00		0.00

**Award Bid To:** *Mainstay & Fairfield*

**Amount:** .00 *see Tabulations*

**Purchasing Department Comments:**

Four bids were received. All bidders provided the proper documentation as required by the "Instructions for Bidders". The bid amount of three bidders were a tie for per day rates and laundry facility prices varied. The Purchasing Division recommends the requesting Division takes into consideration that Mainstay Suites and Fairfield Inn & Suites each have an on-site generator which operates the entire facility including A/C and elevators. It is a large saving if the Parish does not have to provide its own generator(s). The requesting division will insert the name(s) of the awarded bidder(s) in the field below. No budget or estimated price is assigned due to the nature of the prepositioned contract. An account number is contingent upon activation of contract.

Purchasing Bid Form Listing



TPCG Secure Login

Gina Bergeron - gbergeron@tpcg.org

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

## Purchasing Bid Form Listing &gt; Maintenance Bid: '2443'

[<- Return to List](#)[Approval Details](#)[Printer Version](#)

Bid Form Id: 2443

Bid Name: **BID 17-OEPEMG-24 (Re-Bid) Hotel Accommodations f**\* Bids Opened By: **Gina Bergeron**\* Department: **Public Safety Department**

\* Division:

Bid Type: **Bid Cover Sheet**

Approval Sequence:

1. **Reviewer** - approved on 07/31/2017 by purh03
2. **Division Head** - approved on 07/31/2017 by emgp02
3. **Chief Financial Officer** - approved on 07/31/2017 by kmauldin
4. **Parish Manager** - approved on 08/01/2017 by admin02
5. **Parish President** - approved on 08/01/2017 by gdove
6. **Purchasing Manager** - approved on 08/01/2017 by purh03

\* Date: **07/17/2017** (mm/dd/yyyy)Related RFB: **Hotel Accommodations for Personnel In Support of Emergency Operations**Charge Account: **000-000-0000-00**Estimated Price: **.00**Amount Budgeted: **.00**Status: **Complete**

Comments: Four bids were received. All bidders provided the proper documentation as required by the "Instructions for Bidders". The bid amount of three bidders were a tie for per day rates and laundry facility prices varied. The Purchasing Division recommends the requesting Division takes into consideration that Mainstay Suites and Fairfield Inn & Suites each have an on-site generator which operates the entire facility including A/C and elevators. It is a large saving if the Parish

Award Bid To:

Award Amount: **.00****Bidders:**[Remove Bidder Entry](#)

* Name:	Comfort Inn
* Amount:	119.00
* Check:	0
* Bond:	0.00
	<a href="#">Remove Bidder Entry</a>
* Name:	Fairfield Inn (generator oil)
* Amount:	129.00
* Check:	0
* Bond:	0.00
	<a href="#">Remove Bidder Entry</a>
* Name:	La Quinta Inn
* Amount:	119.00
* Check:	0
* Bond:	0.00
	<a href="#">Remove Bidder Entry</a>
* Name:	Mainstay Suites (generator oil)
* Amount:	119.00
* Check:	0
* Bond:	0.00
	<a href="#">Remove Bidder Entry</a>

[Add New Bidder](#)**Additional Departments**

Department	Division	ChargeAccount
<b>Documents:</b>	DOC073117-002.pdf - Added By Gina Bergeron (purh05)	<div>Bid Documents and Tabulation</div> <div> <a href="#">Edit</a> <a href="#">Delete</a> </div>

[Add New Document](#)[Save Changes](#)

\* Denotes required fields.

Bid added by Gina Bergeron on 07/31/2017

**BID: 17-OEPENG-24 (Re-Bid) Hotel Accommodations for Parish Personnel in Support of Emergency Operations**

**DATE: July 17, 2017@ 2:00 P.M.**

<b>BIDDERS:</b>	<b>BID AMOUNT UNIT PRICE</b>
La Quinta Inns & Suites	Item #1 - \$119.00 Item #2- \$119.00 Item #3 - \$2.00/\$2.00 <b>No generator on site</b>
Mainstay Suites	Item #1 - \$119.00 Item #2- \$119.00 Item #3 - \$1.50/\$2.50 <b>Generator on site to run entire facility</b>
Fairfield Inn & Suites Houma Southeast	Item #1 - \$129.00 Item #2- \$129.00 Item #3 - \$1.50/\$1.50 <b>Generator on site to run entire facility</b>
Comfort Inn & Suites of Houma	Item #1 - \$119.00 Item #2- \$119.00 Item #3 - \$1.00/\$1.00 <b>No generator on site</b>

**OFFICIAL BID FORM  
SECTION "A"**

TO: TPCG

OHSEP  
Post Office Box 2768  
Houma, LA 70361

FROM: MainStay Suites  
1650 Grand Caillou Rd.  
Houma, LA 70363

Phone :(985) 876-6210

EMAIL : mainstay197@bnmanagementco.com

**BID NO: 17-OPEPMG-24 (Re-Bid) Hotel Accommodations for Parish Personnel in Support of Emergency Operations**

Item #	Des crip tion	Resources Available	Unit Price
1	Single Occupancy		Per day/night: \$ <u>119.00</u> + tax _____
2	Double Occupancy		Per day/night: \$ <u>\$119.00</u> + tax _____
3	Laundry Facilities		Wash: \$ <u>1.50</u> Dry: \$ <u>2.50</u>
	<b>Additional Amenities:</b> List any additional amenities and include pricing for usage if applicable (can include additional sheet if needed)	Full American Hot Breakfast	Complimentary
5		Outdoor swimming pool	Complimentary (on sister property next door)
6		Use of fitness room	Complimentary
7		Business center with printer	Complimentary
8		Wi-Fi	Complimentary
9		TV, Microwave, hair dryer, coffee maker, full size refrigerator, garbage disposal, dishwasher, stove, kitchen cooking and eating utensils, ironing board and iron	Complimentary
10		Deodorant, toothpaste toothbrush, razor and shaving cream	Available on request and Complimentary
11			

**Property is equipped with generator(s) to run the entire facility**

X YES      \_\_\_ NO

**Agreement to provide wiring for temporary generator(s) installation at no cost to TPCG if facility is not equipped to run entire facility**

X YES      \_\_\_ NO

.....

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the accommodations and services specified herein in strict accordance with the Bidding Documents prepared by: TPCG and dated June 2017.

OFFICIAL BID FORM  
SECTION "A"  
(Continued)

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

---

NAME OF BIDDER: MainStay Suites

ADDRESS OF BIDDER: 1650 Grand Caillou Rd. Houma, LA 70363

NAME OF AUTHORIZED SIGNATORY BIDDER: (Print or Type) Sonya Nguyen

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\* [Signature]

TITLE OF AUTHORIZED SIGNATORY BIDDER: CEO

DATE: 7/17/17

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

**OFFICIAL BID FORM  
SECTION "A"**

TO: TPCG

OHSEP  
Post Office Box 2768  
Houma, LA 70361

FROM: Fairfield Inn & Suites Houma Southeast  
100 Picone Rd.

Houma La 70363

Phone : (985) 873-9557

EMAIL : fairfieldhouma@bnmanagementco.com

**BID NO: 17-OPEPMG-24 (Re-Bid) Hotel Accommodations for Parish Personnel in Support of Emergency Operations**

Item #	Des crip tion	Resources Available	Unit Price
1	Single Occupancy		Per day/night: \$ <u>129.00</u> + tax
2	Double Occupancy		Per day/night: \$ <u>129.00</u> + tax
3	Laundry Facilities		Wash: \$ <u>1.50</u> Dry: \$ <u>1.50</u>
	<b>Additional Amenities:</b> List any additional amenities and include pricing for usage if applicable (can include additional sheet if needed)	Full American Hot Breakfast	Complimentary
5		Outdoor swimming pool	Complimentary
6		Use of fitness room	Complimentary
7		Business center with printer	Complimentary
8		Washing power	1.00 per box
9		Wi-Fi	Complimentary
10		TV, Microwave, hair dryer, coffee maker mini refrigerator, ironing board and iron	Complimentary
11		Deodorant, toothpaste toothbrush, razor, sewing kit, shower caps, combs, child proof kits	Available on request and Complimentary
12			

**Property is equipped with generator(s) to run the entire facility**

X YES         NO

**Agreement to provide wiring for temporary generator(s) installation at no cost to TPCG if facility is not equipped to run entire facility**

X YES         NO



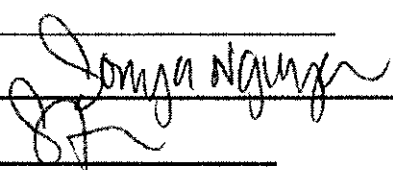
OFFICIAL BID FORM  
SECTION "A"  
(Continued)

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

---

NAME OF BIDDER: Fairfield Inn & Suites Houma Southeast

ADDRESS OF BIDDER: 2120 Industrial Blvd 100 Picone Rd. Houma La 70363

NAME OF AUTHORIZED SIGNATORY BIDDER: (Print or Type) 

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\* 

TITLE OF AUTHORIZED SIGNATORY BIDDER: \_\_\_\_\_

DATE: 7/17/17

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

**OFFICIAL BID FORM  
SECTION "A"**

TO: TPCG

OHSEP  
Post Office Box 2768  
Houma, LA 70361

FROM: Comfort Inn & Suites Houma  
2120 Industrial Blvd.  
Houma, LA 70363

Phone: (985) 223-8952

EMAIL : comfort173@bnmanagementco.com

**BID NO: 17-OPEPMG-24 (Re-Bid) Hotel Accommodations for Parish Personnel in Support of Emergency Operations**

Item #	Des crip tion	Resources Available	Unit Price
1	Single Occupancy		Per day/night: \$ <u>119.00</u> + tax
2	Double Occupancy		Per day/night: \$ <u>119.00</u> + tax
3	Laundry Facilities		Wash: \$ <u>1.00</u> Dry: \$ <u>1.00</u>
	<b>Additional Amenities:</b> List any additional amenities and include pricing for usage if applicable (can include additional sheet if needed)	Full American Hot Breakfast	Complimentary
5		Outdoor swimming pool	Complimentary
6		Use of fitness room	Complimentary (on sister property next door)
7		Business center with printer	Complimentary
8		Washing power	1.25 per box
9		Wi-Fi	Complimentary
10		TV, Microwave, hair dryer, coffee maker mini refrigerator, ironing board and iron	Complimentary
11		Deodorant, toothpaste toothbrush, razor and shaving cream, sewing kit, shower caps, combs	Available on request and Complimentary
12			

Property is equipped with generator(s) to run the entire facility

    YES   X   NO

Agreement to provide wiring for temporary generator(s) installation at no cost to TPCG if facility is not equipped to run entire facility

  X   YES     NO

OFFICIAL BID FORM  
SECTION "A"  
(Continued)

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

---

NAME OF BIDDER: Comfort Inn & Suites Houma

ADDRESS OF BIDDER: 2120 Industrial Blvd Houma La 70363

---

NAME OF AUTHORIZED SIGNATORY BIDDER: (Print or Type) *Sonja Ngum*

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\* *[Signature]*

TITLE OF AUTHORIZED SIGNATORY BIDDER: *CEO*

DATE: *7/17/17*

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

**OFFICIAL BID FORM  
SECTION "A"**

TO: TPCG

OHSEP

Post Office Box 2768

Houma, LA 70361

FROM: La Quinta Inn & Suites Houma

189 Synergy Center Blvd.

Houma, LA 70360

Phone : (985) 879-1646

EMAIL : lq6023gm@laquinta.com

**BID NO: 17-OPEMG-24 (Re-Bid) Hotel Accommodations for Parish Personnel in Support of Emergency Operations**

Item #	Description	Resources Available	Unit Price
1	Single Occupancy		Per day/night: \$ <u>119.00</u> + tax _____
2	Double Occupancy		Per day/night: \$ <u>119.00</u> + tax _____
3	Laundry Facilities		Wash: \$ <u>2.00</u> Dry: \$ <u>2.00</u>
	<b>Additional Amenities:</b> List any additional amenities and include pricing for usage if applicable (can include additional sheet if needed)	Full American Hot Breakfast	Complimentary
5		Outdoor swimming pool	Complimentary
6		Use of fitness room	Complimentary
7		Business center with printer	Complimentary
8		Wi-Fi	Complimentary
9		TV, Microwave, hair dryer, coffee maker mini refrigerator, ironing board and iron	Complimentary
10		Deodorant, toothpaste toothbrush, razor, shaving cream, lotion	Available on request and Complimentary

**Property is equipped with generator(s) to run the entire facility**

YES

X NO

**Agreement to provide wiring for temporary generator(s) installation at no cost to TPCG if facility is not equipped to run entire facility**

X YES

NO

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any

addenda, c) hereby proposes to provide the accommodations and services specified herein in strict accordance with the Bidding Documents prepared by: TPCG and dated June 2017.

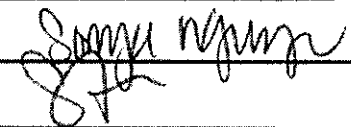
OFFICIAL BID FORM  
SECTION "A"  
(Continued)

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

---

NAME OF BIDDER: La Quinta Inn & Suites

ADDRESS OF BIDDER: 189 Synergy Center Blvd. Houma, LA 70360

NAME OF AUTHORIZED SIGNATORY BIDDER: (Print or Type) 

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\* 

TITLE OF AUTHORIZED SIGNATORY BIDDER: \_\_\_\_\_

DATE: 7/17/17

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

OFFERED BY:  
SECONDED BY:

RESOLUTION NO: \_\_\_\_\_

**WHEREAS**, bids were received on July 17, 2017 by Terrebonne Parish Consolidated Government (TPCG) for Bid 17-OEPEMG-24 (Re-Bid) Hotel Accommodations for Personnel in Support of Emergency Operations, and

**WHEREAS**, after careful review by the Purchasing Division and Earl Eues, Director of the Office Homeland Security and Emergency Preparedness, it has been determined that the bids of Mainstay Suites and Fairfield Inn & Suites Houma Southeast should be accepted to establish a prepositioned contract in for Hotel Accommodations Support of Emergency Operations, and

**WHEREAS**, The initial contract term shall be for a one (1) year period. At TPCG's option, the contract may be extended for two (2) additional one (1) year periods provided there is no change in the terms, conditions, specifications and pricing structure.

**WHEREAS**, Parish Administration concurs with this recommendation to award Mainstay Suites and Fairfield Inn & Suites Houma Southeast for Bid 17-OEPEMG-24 (Re-Bid) Hotel Accommodations for Personnel in Support of Emergency Operations and

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Parish President, Gordon C. Dove, is hereby authorized to accept the bids of Mainstay Suites and Fairfield Inn & Suites Houma Southeast for Hotel Accommodations in Support of Emergency Operations in accordance with the bids submitted on July 17, 2017.

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017



Monday, August 7, 2017

---

**Item Title:**

In-Fill Housing

**Item Summary:**

RESOLUTION: To loan Disaster In-Fill Housing Program funds to Options for affordable housing in an amount not to exceed \$132,000.00 for the permanent financing of an affordable single family home located at 117 Antoine Street, Houma, LA.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	8/3/2017	Executive Summary
This project will provide an affordable rental housing unit that will be made available to a low income resident to rent.	8/3/2017	Resolution
Backup	8/3/2017	Backup Material





EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution to loan Disaster In-Fill Housing Program funds to Options For Affordable Housing in an amount not to exceed \$132,000.00 for the permanent financing of an affordable single family home located at 117 Antoine Street, Houma, Louisiana.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This project will provide an affordable rental housing unit that will be made available to a low income resident to rent.

TOTAL EXPENDITURE

\$132,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT READY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$3,160,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

*Don W. P. P.*

Signature

*8/3/2017*

Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION NO.

A resolution to loan Disaster In-Fill Housing Program funds to Options For Affordable Housing in an amount not to exceed \$132,000.00 for the permanent financing of an affordable single family home located at 117 Antoine Street, Houma, Louisiana.

WHEREAS, Terrebonne Parish Consolidated Government has allocated 3,160,000.00 of its *Community Development Block Grant 2008 Disaster Recovery Supplemental Appropriation* for the specific purpose of revitalizing communities damaged by Hurricanes Gustav and/or Ike by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons that has been strained as a result of the storms, and

WHEREAS, Options For Affordable Housing, a qualified non-profit developer, is committed to developing affordable rental housing for low income and disabled citizens of Terrebonne, and

WHEREAS, Options For Affordable Housing submitted a project proposal to acquire and rehabilitate a single family home located at 117 Antoine Street, and

WHEREAS, after a thorough review of Options For Affordable Housing's project proposal by the Department of Housing and Human Services, the proposal was approved in an amount not to exceed \$125,000.00, which was authorized by Terrebonne Parish Council Resolution 16-374; and

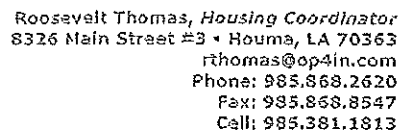
WHEREAS, circumstances require the authorization to be increased to an amount not to exceed \$132,000.00; and

WHEREAS, the In-Fill Housing Program budget will allow for the increase and Options For Affordable Housing has met all requirements set forth by the Louisiana Office of Community Development's Disaster Recovery Unit and the Terrebonne Parish Consolidated Government.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Budget and Finance Committee), on behalf of Terrebonne Parish Consolidated Government, and the Parish President, does hereby agree to loan Disaster In-Fill Housing Program funds in an amount not to exceed \$132,000.00 to Options For Affordable Housing, for the acquisition and rehabilitation of 117 Antoine Street, Houma Louisiana, and

BE IT FURTHER RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does, hereby authorize the Parish President to execute all agreements in this regard.

Reg. 1748982



## FINAL INVOICE

BILL TO: TPCG  
809 BARROW ST.  
HOUMA, LA 70360

[illegible]

# 30237

Reg 1748982

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Synergy Bank  
PO Box 2166  
Houma LA 70361-2166

OPTIONS FOR INDEPENDENCE  
8326 MAIN STREET #3  
HOUMA LA 70363

Loan Payoff Statement

Loan Payoff for:  
OPTIONS FOR INDEPENDENCE  
8326 MAIN STREET #3  
HOUMA LA 70363

Loan Number:	8048118
Date Quoted:	Jul 31, 2017
Payoff Good To:	Aug 31, 2017
Method:	7/0

Collateral: 117 ANTOINE STREET 1ST

Principal:	\$129,985.00
Interest To Aug 31, 2017:	\$1,089.28
Late Charges:	\$15.00
Net Amount Due:	\$131,089.28

Additional Information

One Day's Interest:	\$19.86
---------------------	---------



Monday, August 7, 2017

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**Item Title:**

2017 Various Items for Budget Amendment

**Item Summary:**

Consider the introduction of an ordinance to amend the 2017 Adopted Operating Budget and 5-year Capital Outlay of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

I. Parish Sports Park Complex, \$200,000

II. Upper Little Caillou Pump Station, \$399,905

and calling a public hearing on said matter on Wednesday, August 23, 2017 at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2017 Various Items for Budget Amendment	8/3/2017	Executive Summary
2017 Various Items for Budget Amendment	8/3/2017	Budget Amendment
2017 Various Items for Budget Amendment	8/3/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.  I. Parish Sports Park Complex, \$200,000 II. Upper Little Caillou Pump Station, \$399,905

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

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

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

\_\_\_\_\_/s/ Kayla Dupre

Signature

\_\_\_\_\_August 3, 2017

Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Parish Sports Park Complex, \$200,000
- II. Upper Little Caillou Pump Station, \$399,905

#### SECTION I

WHEREAS, additional funding is needed for the construction of a parking lot for the Parish Sports Park Complex, and

WHEREAS, \$250,000 of funding is available in the Capital budget, and

WHEREAS, the \$200,000 additional funding needed will come from Terrebonne Parish Recreation District No. 2/3, and

WHEREAS, Parish President Gordon E. Dove has recommended that the firm of All South Consulting Engineers, LLC, be retained to provide the necessary services for this project.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Operating Budget and 5-Year Capital Outlay of the Terrebonne Parish Consolidated Government be amended for the Bayou Sports Park. (Attachment A)

NOW, BE IT FURTHER ORDAINED, that the appointment by Parish President Gordon E. Dove be ratified and that the engineering firm of All South Consulting Engineers, LLC be retained to provide the necessary professional services for the construction of the parking lot at the Bayou Sports Park and that Parish President Gordon E. Dove be authorized to execute any and all documents with said firm for this project.

#### SECTION II

WHEREAS, funding is needed for the Upper Little Caillou Pump Station, and

WHEREAS, the funding source is from the Drainage Department for \$399,905.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of the Upper Little Caillou Pump Station. (Attachment B)

**ATTACHMENT A - Bayou Sports Park**

	2017		
	Adopted	Change	Amended
Parish Sports Park Complex	250,102	200,000	450,102
Department of Culture	(250,000)	(200,000)	(450,000)

**ATTACHMENT B - Upper Little Caillou Pump Station**

	2017		
	Adopted	Change	Amended
Upper Little Caillou Pump Station	5,088,125	399,905	5,488,030
Transfer from Drainage	(1,818,616)	(399,905)	(2,218,521)
Transfer to P/W Drainage Construction	1,818,616	399,905	2,218,521
Fund Balance (decrease)	n/a	(399,905)	n/a



**Kayla Dupre**

---

**From:** Kandace Mauldin  
**Sent:** Wednesday, August 02, 2017 10:18 AM  
**To:** Kayla Dupre  
**Subject:** RE: Budget Amendments

Use the same account

---

**From:** Kayla Dupre  
**Sent:** Wednesday, August 02, 2017 10:16 AM  
**To:** Kandace Mauldin  
**Subject:** RE: Budget Amendments

Should we setup another revenue account for Recreation 2/3 money or use the account 659-000-6318-15?

---

**From:** Kandace Mauldin  
**Sent:** Tuesday, August 01, 2017 8:27 AM  
**To:** Kayla Dupre  
**Subject:** Budget Amendments

Here are the documents for the two budget amendments we discussed this morning. I would make the Port Commission-HNC a separate ordinance from the other budget amendments.

The Sports Park Budget Amendment is a revenue coming from Recreation District 2/3 for \$200,000 and an expense in 659-501-8913-20 (Parish Sports Park Complex).

The money for the HNC Dredging is coming from: \$595,000 (Economic Development Fund Balance), \$818,696 (Road and Bridge General Fund Transfers), \$86,307 (General Fund Fund Balance) and going to 151-652-8354-21

Let me know if you have any questions

**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





GORDON E. DOVE  
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
P.O. BOX 6097  
HOUMA, LOUISIANA 70361-6097



(985) 873-6401  
FAX: (985) 873-6409  
E-MAIL: gdove@tpcg.org

June 19, 2017

Board of Commissioners  
Terrebonne Recreation District No 2-3  
622 Walker Drive  
Houma, Louisiana 70363

Re: Bayou Country Sports Complex

Dear Commissioners,

I am writing to you today regarding the status of development of the Sports Complex. As you know the Parish, the State Legislature, CVB along with Recreation District 2-3 have invested significant amounts of public funds toward the development of a functional sports complex to provide enhanced recreation opportunities for Terrebonne residents and visitors to our community.

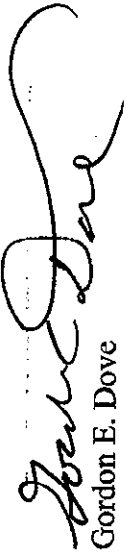
It is unfortunate, but due to the economic downturn, the State's financial commitment to the project, at least in the short term, is questionable. Based on HIB 2, as approved by the Legislature and awaiting the Governor's signature, an allocation of \$1,984,000 has been placed in Priority 5, which may result in additional State funding being available in July 2018, at the earliest.

Given these circumstances, it is imperative that we work together to find a common solution to make the Park functional for the residents of Terrebonne, in the near term. With that thought in mind, it is my understanding that the Houma-Terrebonne Soccer Association is willing to contribute \$150,000 of in-kind services toward the further development of the soccer fields, at no cost to the public, if we assist in providing a parking area sufficient to park 300 vehicles, to be located in an area to equally serve the patrons of the baseball facilities. Initial estimates indicate that the parking area will cost approximately \$400,000. I am requesting that the district contribute \$200,000 to this project, with the Parish providing the remainder of the funds, and managing the construction of the much needed parking area.

Upon approval of your Board, I will immediately initiate the engineering and construction phase, hopefully to be complete before year's end.

Thank you very much for your consideration and leadership in this significant recreation and economic development project for this region of the State.

Respectfully,

A handwritten signature in black ink, appearing to read "Gordon E. Dove". The signature is fluid and cursive, with a large initial "G" and a long, sweeping underline.

Gordon E. Dove  
Parish President

cc: Mr. Al Levron, Parish Manager  
Terrebonne Parish Council Members  
Council Reading Files

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2018 - FIVE YEAR CAPITAL OUTLAY  
FUND 659 - CAPITAL PROJECTS CONTROL

659-501-8913-20  
PARISH SPORTS PARK COMPLEX  
659-000-6318-15

TOTAL FUNDING	\$	3,427,905
EXPENDITURES THRU 12/31/16		(2,977,804)
PROJECT BALANCE	\$	450,101

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
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	PENDING BA	FROM REC DISTRICT 2/3		200,000					
LESS PRIOR YEARS EXPENDITURES			(2,977,804)						
FUNDS AVAILABLE			\$ 250,101	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: JOSEPH FURR DESIGN	DESCRIPTION: EVALUATE THE MERITS AND FEASIBILITY OF ACQUIRED LAND IN PARTNERSHIP WITH RECREATION DISTRICT 2, 3 FOR THE PURPOSE OF DEVELOPING A MAJOR SPORTS PARK COMPLEX.
--	---

ACCT: 659-501-8913-20

JUNE 30, 2017 - MONTH LAST CLOSED

CAPITAL PROJECTS CONTRL

PARKS & GROUNDS

PARISH SPORTS PARK COMPLEX

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	250,102	.00	0	250,102
CLOSED:				
2011	0	.00	N/A	0
2012	2,238,500	2,130,389.90	N/A	108,110
2013	108,111	18,850.60	N/A	89,260
2014	89,260	131.00	N/A	89,129
2015	939,129	5,007.98	N/A	934,121
2016	1,073,526	823,424.49	N/A	250,102

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT

SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 659-000-6318-15

JUNE 30, 2017 - MONTH LAST CLOSED

CAPITAL PROJECTS CONTRL

NO DEPARTMENT NAME

DEPARTMENT OF CULTURE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	250,000	250,000.00-	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	250,000	.00	N/A	250,000-
2016	250,000	.00	N/A	250,000-

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT

SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2018 - FIVE YEAR CAPITAL OUTLAY  
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND

655-351-8929-26  
UPPER LITTLE CAILLOU PUMP STATION  
HMGP 1792-109-0002  
PROJECT # 13-DRA-22  
655-000-6318-12

TOTAL FUNDING	\$	5,879,485
EXPENDITURES THRU 12/31/16		(391,455)
PROJECT BALANCE	\$	5,488,030

Section II

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
		FROM 655-351-8929-20 FD 255 1/4%							
Jun-13	ORD 8301	CAPITAL SALES TAX FUND	150,000						
Jun-13	ORD 8302	FEMA	400,500						
Jan-17	ORD 8796	FD 655 PW DRNG CONST		20,000					
Jan-17	ORD 8796	FD 252 DRNG TAX FUND		344,673					
Jan-17	ORD 8796	FROM 655-351-8929-21 FD 252		45,000					
Jan-17	ORD 8796	FROM 655-351-8929-28 FD 252		76,381					
Jan-17	ORD 8796	FROM 655-351-8929-64 FD 252		5,453					
Jan-17	ORD 8796	FROM 655-351-8929-61 FD 252		194,408					
Jan-17	ORD 8796	FROM 655-351-8929-54 FD 252		441					
Jan-17	ORD 8796	FROM 659-652-8913-08 FD 151		225,691					
Jan-17	ORD 8796	FROM 655-351-8929-66 FD 151		287,953					
Jan-17	ORD 8814	FEMA		3,900,000					
Jan-17	ORD 8814	FEMA		(400,500)					
Feb-17	ORD 8828	DHAP FUND 232		779,206					
Feb-17	ORD 8828	TO 659-301-8941-10 FD 252		(104,550)					
May-17	ORD 8844	TO 231-416-8353-03 FD 151		(14,303)					
May-17	ORD 8844	TO 231-416-8353-03 FD 151		(23,868)					
Jun-17	ORD 8851	TO 659-194-8915-10 FD 151		(237,500)					
Jun-17	ORD 8851	TO 659-194-8912-14 FD 151		(170,000)					

CONTINUED ON NEXT PAGE

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2018 - FIVE YEAR CAPITAL OUTLAY  
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND

655-351-8929-26  
UPPER LITTLE CAILLOU PUMP STATION  
HMGP 1792-109-0002  
PROJECT # 13-DRA-22  
655-000-6318-12

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Aug-17	C/O	CARRYOVER ADJUSTMENT FD 232		595					
Aug-17	PENDING BA	FROM 252 DRAINAGE TAX FUND		399,905					
LESS PRIOR YEARS EXPENDITURES			(391,455)						
FUNDS AVAILABLE			\$ 159,045	\$ 5,328,985	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: GSE ASSOCIATES, LLC

DESCRIPTION: REPLACE THE EXISTING PUMP STATION (BAYOU NEUF)DUE TO FAILING TIMBER BULKHEAD.





ACCT: 655-000-7102-52

P/W DRAINAGE CONSTR.

NO DEPARTMENT NAME

DRAINAGE TAX FUND

JUNE 30, 2017 - MONTH LAST CLOSED

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	1,818,616	1,818,616.00-	0	0
CLOSED:				
2011	1,977,394	1,977,394.00-	N/A	0
2012	0	.00	N/A	0
2013	1,757,792	1,757,792.00-	N/A	0
2014	1,645,000	1,645,000.00-	N/A	0
2015	1,850,000	1,850,000.00-	N/A	0
2016	170,069	170,069.00-	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT

SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 252-999-9106-55

JUNE 30, 2017 - MONTH LAST CLOSED

DRAINAGE TAX FUND

OPERATING TRANSFERS

PARISHWIDE DRAINAGE CONST FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	1,818,616	1,818,616.00	0	0
CLOSED:				
2011	1,977,394	1,977,394.00	N/A	0
2012	0	.00	N/A	0
2013	1,757,792	1,757,792.00	N/A	0
2014	1,645,000	1,645,000.00	N/A	0
2015	1,850,000	1,850,000.00	N/A	0
2016	170,069	170,069.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL



Monday, August 7, 2017

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**Item Title:**

2017 Various Items for Budget Amendment

**Item Summary:**

Consider the introduction of an ordinance to amend the 2017 Adopted Operating Budget of the Terrebonne Parish Consolidated Government for the following item and to provide for related matters:

I. Houma Navigation Canal (HNC) Dredging, \$1,500,000

and calling a public hearing on said matter on Wednesday, August 23, 2017 at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2017 Various Items for Budget Amendment	8/3/2017	Executive Summary
2017 Various Items for Budget Amendment	8/3/2017	Budget Amendment
2017 Various Items for Budget Amendment	8/3/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.  I.        Houma Navigation Canal (HNC) Dredging, \$1,500,000

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

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

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

\_\_\_\_\_/s/ Kayla Dupre\_\_\_\_\_

Signature

\_\_\_\_\_August 3, 2017\_\_\_\_\_

Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET  
OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR  
THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

I. Houma Navigation Canal (HNC) Dredging, \$1,500,000

SECTION I

WHEREAS, the Houma Navigation Canal is critical to the success of the Port of Terrebonne, and the economy of southern LA and needs to be dredged to its authorized depth of 15 feet, and

WHEREAS, the dredging project will benefit the local economy by providing for increased shipyard, and fabrication opportunities, with the increased depth of the canal, and

WHEREAS, the Terrebonne Port Commission will enter into a Memorandum of Agreement (MOA) with the U.S. Army Corps of Engineers for one year period and provide funding assistance related to the costs of the maintenance dredging of the Houma Navigation Canal, and

WHEREAS, the dredging of the Houma Navigation Canal will add some economic value to the Parish by allowing for the continuation of shipyard and fabrication opportunities as well as promoting and developing new opportunities in the local economy, and

WHEREAS, the Parish will transfer \$1,500,000 to the Terrebonne Port Commission, a non-federal contribution, to Dredging of the Lower Reaches of the Houma Navigation Canal scheduled for 2017, and

WHEREAS, the funding for this transfer is coming from the General Fund Economic Development restricted fund balance, general fund transfers in Road and Bridge Fund and General Fund Fund Balance.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Operating Budget be amended for the transfer to the Terrebonne Port Commission (Attachment A)

NOW, THEREFORE BE IT FURTHER ORDAINED, BY THE Terrebonne Parish Council, that Parish President, Gordon E. Dove, is authorized to enter into an Cooperative Endeavor Agreement with the Terrebonne Port Commission, subject to approval by legal counsel for the Parish.

Prepared By: Finance Department  
PC File: 2017- Houma Navigational Canal  
Date Prepared: 8/2/17 BA # 22

**ATTACHMENT A - Houma Navigational Canal**

	2017		
	Adopted	Change	Amended
Port Commission-HNC Dredging	-	1,500,000	1,500,000
Transfer in from Road & Bridge	-	(818,696)	(818,696)
Transfer out to General Fund	-	818,696	818,696
Fund Balance (decrease)	n/a	(818,696)	n/a
Fund Balance (increase)	n/a	(681,304)	n/a

## **Kayla Dupre**

---

**From:** Kandace Mauldin  
**Sent:** Tuesday, August 01, 2017 8:27 AM  
**To:** Kayla Dupre  
**Subject:** Budget Amendments  
**Attachments:** Budget Sports Park Parking Lot.docx; Port Comission - HNC.docx

Here are the documents for the two budget amendments we discussed this morning. I would make the Port Commission-HNC a separate ordinance from the other budget amendments.

The Sports Park Budget Amendment is a revenue coming from Recreation District 2/3 for \$200,000 and an expense in 659-501-8913-20 (Parish Sports Park Complex).

The money for the HNC Dredging is coming from: \$595,000 (Economic Development Fund Balance), \$818,696 (Road and Bridge General Fund Transfers), \$86,307<sup>4</sup> (General Fund Fund Balance) and going to 151-652-8354-21

Let me know if you have any questions

**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



**COOPERATIVE ENDEAVOR AGREEMENT  
BY AND BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
TERREBONNE PORT COMMISSION**

\*\*\*\*\*

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

**I. THE PARTIES**

1.1. **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government, by virtue of Terrebonne Parish Council Ordinance No. \_\_\_\_\_ (“TPCG”); and,

1.2. **TERREBONNE PORT COMMISSION**, a political subdivision of the State of Louisiana, herein represented by its duly authorized Executive Director, David Rabalais, by virtue of the attached Resolution, (“TPC”);

**II. PREAMBLES**

2.1. 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;

2.2. WHEREAS, the U.S. Army Corps of Engineers (USACE) has federal authorization to maintain the Houma Navigation Canal (HNC) at a depth of 15 feet; and

2.3. WHEREAS, USACE has received approval of \$800,000.00 in federal funds for use in dredging the HNC, and it plans to dredge the HNC to a depth of 13 feet, beginning in 2017; and

2.4. WHEREAS, additional funds are needed, but have not been federally granted, in order to dredge the HNC to the maximum authorized depth; and

2.5. WHEREAS, TPC issued a letter of intent to the Army Corps of Engineers, pledging the contribution of TPC funds for assistance related to the costs of the maintenance dredging of the HNC to its federally authorized maximum depth;

2.6. WHEREAS, TPC has requested TPCG to contribute funds for those purposes; and

2.7. WHEREAS, the maintenance of the HNC is critical to the success of both TPC and the economy of TPCG; and

2.8. WHEREAS, TPCG is authorized to provide for economic and industrial development within its jurisdiction and desires to contribute funds for the above stated purposes; and

2.9. WHEREAS, TPCG and TPC further desire that a cooperative endeavor agreement be formed by and between themselves relative to this one time funding of USACE’s congressional mandate to maintain the federally authorized depth of the HNC as a demonstration of their common interest in the accomplishment of said project; and,

2.10. WHEREAS, TPCG further believes that entering into this Agreement with TPC to provide partial funding of the USACE’s federally mandated obligation to maintain the depth of the HNC, and the expenditure or transfer of public funds according to the terms of this cooperative endeavor,



taken as a whole, is not gratuitous, and that TPCG has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value, including, but not limited to additional tax dollars through increased jobs and/or preventing the loss of tax dollars by decreases in employment, in exchange for the expenditure or transfer of its public funds; and

2.11. NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

### **III. PURPOSE**

3.1. The purpose of this cooperative endeavor agreement is to memorialize TPCG's contribution towards the USACE's congressional maintenance dredging mandate to TPC for the benefit of USACE, in accordance with the Memorandum of Agreement (MOA) to be executed by and between the USACE and the TPC, for use in the dredging of the HNC by the USACE (the "Project"), and to provide for matters relative thereto. By providing for the contribution of funds to the USACE's maintenance dredging of the HNC, the parties intend to benefit the local economy by facilitating economic and industrial development and stability within the Parish.

### **IV. TERM**

4.1. It is agreed by and between the parties that this Agreement is for a one-time funding by TPCG to TPC for the purposes described in this Agreement. The term of this Agreement shall commence on the date of execution of this Agreement by both parties, and all applicable obligations and conditions shall remain effective as applicable to ensure an accounting for the use of the public funds herein in accordance with this Agreement.

### **V. DELIVERABLES**

5.1. TPCG shall remit to TPC in August 2017, a one-time payment in the total amount of One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars ("Funds"), as set out in and subject to the approved budget of the Terrebonne Parish Consolidated Government.

5.2. These Funds shall be for the benefit of USACE, who shall be a third-party beneficiary of this Agreement, and said Funds shall be used for the sole purpose of partially funding the USACE's federal mandate to maintenance dredge the HNC (the "Project"), as more fully described in the TPC Letter of Intent to the USACE dated August 1, 2017 (Attachment A).

5.3. TPC shall hold these funds until such time that it is required to release and remit them to the USACE.

### **VI. CONSIDERATION**

6.1. In consideration of the Funds contributed herein, when and as required by the USACE, and in accordance with any Memorandum of Agreement between the USACE and TPC, TPC shall in a timely fashion release and remit the Funds to the USACE.

6.2. In the event all or any portion of the Funds are not expended for the EXPRESSED purpose of the Project by the end the contract term, TPC shall immediately reimburse TPCG the full amount of unused funds.

6.3. Within 15 days of any payment of Funds to the USACE, whether made in full or in part, TPC shall present documentation, in a form satisfactory to TPCG's CFO, to include copies of payments and receipts, that funds were expended in strict accordance with expressed purpose of this Agreement.

6.4. TPC shall monitor the Project and use of funds by USACE, and TPC shall immediately notify TPCG of any matters arising during the effective dates of this Agreement which may affect TPCG or alter the scope of the Project.

6.5. TPC shall make every reasonable effort to obtain copies of all Project documents from USACE, and TPC shall provide to TPCG, within 15 days of TPC's receipt of same, copies of the Project documents. TPC shall also provide TPCG, within 15 days of TPC's receipt, a copy of the

fully executed Memorandum of Agreement between the Corps and TPC, including any items annexed thereto or referred to therein.

6.6. No costs or expenses incurred by either party in performance of this Agreement shall be reimbursed or paid by the other party unless agreed upon in writing by the parties.

6.7. TPCG and TPC agree TPCG shall not be obligated to pay any additional funds and TPCG's agreement to pay is capped at \$1,500,000.00.

#### **VII. ENTIRE AGREEMENT; MODIFICATION**

7.1. All four corners of this Agreement, including the Preambles, and including any attachments that are expressly referred to in this Agreement, embody 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 representations were made or relied upon by either party, other than those that are expressly set forth.

7.2. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

#### **VIII. INDEMNIFICATION**

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

#### **IX. TERMINATION**

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

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

9.1.2. By TPC or TPCG as a consequence of the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party

9.1.3. By thirty (30) days written notice by TPC or TPCG.

9.2. Upon termination under any provision, TPCG shall not be obligated to continue payments to TPC or its successors or assigns.

9.3. Upon termination of this agreement, TPC shall provide a final accounting of TPCG funds, and TPC shall return any unused Funds, whether in full or in part, to TPCG within 15 days of the date of termination.

## **X. NO WAIVER**

The failure of TPCG or TPC 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.

## **XI. NON-APPROPRIATION**

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

## **XII. COMPLIANCE WITH LAWS**

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

## **XIII. CHOICE OF LAW**

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

## **XIV. LEGAL CONSTRUCTION**

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

## **XV. ASSIGNMENT**

No assignment of this Contract or any right occurring under this shall be made in whole or in part by TPC; either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of TPC, without the express prior written consent of TPCG. In the event of any assignment, the assignee shall assume the liability with TPC who shall continue to remain liable for the faithful performance of the Agreement.

## **XVI. AUDIT**

16.1. 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 inspecting and auditing all data, records and accounts of TPC which relate to this Agreement, upon request.

16.2. It is further agreed that TPCG or its designated auditor shall have the option of inspecting and auditing all data, records and accounts of TPC which relate to this Agreement and the Memorandum of Agreement between TPC and USACE, and that a representative of TPC shall be available for assistance in reviewing such records and for answering questions relative to the same.

16.3. TPC and any contractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment or as required by applicable State and/or Federal law. Records shall be made available during normal working hours for this purpose.

**XVII. SIGNATURES OF THE PARTIES**

17.1. Terrebonne Port Commission

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2017 before me, Notary Public, and 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:**

**TERREBONNE PORT COMMISSION**

**Printed:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**DAVID RABALAIS**  
**EXECUTIVE DIRECTOR**

**Printed:** \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

17.2. Terrebonne Parish Consolidated Government

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2017 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

**WITNESSES:**

**TERREBONNE PARISH**  
**CONSOLIDATED GOVERNMENT**

**Printed:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**GORDON E. DOVE**  
**PARISH PRESIDENT**

**Printed:** \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

# TERREBONNE PORT COMMISSION

Steve Crispino  
*President*  
Greg Landry  
*Vice President*  
Chris Erny  
*Secretary*  
David Rabalais  
*Executive Director*



Edward Rome  
*Member*  
Charles Giglio  
*Member*  
Dan Davis  
*Member*  
Andrew Blanchard  
*Member*

August 1, 2017

Mr. Michael F. Park, Chief of Operations  
Army Corps of Engineers  
7400 Leake Ave.  
New Orleans, LA 70118

Re: Letter of Intent

Dear Mr. Park:

Terrebonne Port Commission (TPC), a political subdivision of the state of Louisiana and one of the local non-federal co-sponsors for the Houma Navigation Canal (HNC) Deepening Study, has a vested interest in assisting local industry's desire to have the HNC maintained to its federally authorized depth of (-15'). The HNC was completed in 1962 as a direct route to the US Gulf of Mexico and the rest of the world with project dimensions of 150 foot in width and a depth of (-15) feet. In 1973 authority was granted to increase the project dimensions from mile zero to the US Gulf of Mexico to a depth of (-18) feet and a width of 300 feet.

TPC understands that USACE plans to execute an HNC dredging contract for approximately \$800,000 to dredge approximately 100,000 cubic yards of material ASAP.

By this letter, and in accordance with USACE memorandum titled, "Implementation Guidance for Sections 1015 and 1023 of the Water Resources Reform and Development Act of 2014 (WRRDA 2014), Contributed Funds," TPC would like to enter into a Memorandum of Agreement (MOA) with USACE to contribute funds related to the costs of the maintenance dredging of the HNC Federally Authorized Project in the amount of \$1,500,000.

The Port Commission understands that the funds will be contributed gratuitously and that the \$1,500,000 is only an estimate, and does not constitute a cap or limit to funding. In addition, the Port Commission understands that this commitment does not constitute any commitment by either party beyond the 2017 dredge cycle to budget or appropriate future funds for the HNC maintenance program.

If you have any further questions and/or comments, please do not hesitate to contact me at (985) 873-6428.

1116 Bayou Lacarpe Rd., Houma, LA 70363 (985) 873-6428



Sincerely,

TERREBONNE PORT COMMISSION

David Rabalais

David Rabalais  
Executive Director

cc: President Gordon Dove  
Senator John Kennedy  
Senator Bill Cassidy  
Congressman Steve Scalise  
Congressman Garret Graves  
Congressman Clay Higgins  
Colonel Michael N Clancy  
Walter Thomassie

Terrebonne Parish Consolidated Gov't  
Geoffrey Green  
Ron Anderson  
Megan Miller  
Ian Bennitt  
Kathryn Facchiano  
USACE New Orleans District  
THOMASEA Marine Constructors

1116 Bayou Lacarpe Rd., Houma, LA 70363 (985) 873-6428

JUNE 30, 2017 - MONTH LAST CLOSED

ACCT: 151-652-8354-21  
GENERAL FUND  
ECONOMIC DEVEL. - OTHER  
PORT COMMISSION-HNC DREDGING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	1,500,000	1,500,000.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT

SCR

CF04 = DSP

DETAIL

CF06 = DSP

ENCUMBRANCE

CF08 = PRT

DETAIL