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# **TERREBONNE PARISH COUNCIL**

## **COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE**

**Mr. Dirk J. Guidry**  
**Mr. Al Marmande**      **Chairman**  
**Mr. John Navy**      **Vice-Chairman**  
**Ms. Arlanda Williams**   **Member**  
**Mr. Gerald Michel**      **Member**  
**Mr. Scotty Dryden**      **Member**  
**Ms. Christa Duplantis-** **Member**  
**Prather**      **Member**  
**Mr. Steve Trosclair**      **Member**  
**Mr. Darrin W. Guidry,** **Member**  
**Sr.**



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**

June 25, 2018  
5:35 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 Houma-Terrebonne Soccer Association, And Terrebonne Recreation District Number 2-3 For The Purpose Of Operating, Administering, And Maintaining Recreational Soccer Programs For The Youth And Citizens Of Terrebonne Parish At The Soccer Complex Located At The Terrebonne Parish Bayou Country Sports Park.
2. Adjourn

Category Number:  
Item Number:



Monday, June 25, 2018

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, June 25, 2018

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, June 25, 2018

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**Item Title:**

Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government, Houma-Terrebonne Soccer Association and Terrebonne Recreation District Number 2-3

**Item Summary:**

RESOLUTION: Authorizing The Parish President To Enter Into A Cooperative Endeavor Agreement With The Houma-Terrebonne Soccer Association, And Terrebonne Recreation District Number 2-3 For The Purpose Of Operating, Administering, And Maintaining Recreational Soccer Programs For The Youth And Citizens Of Terrebonne Parish At The Soccer Complex Located At The Terrebonne Parish Bayou Country Sports Park.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	6/15/2018	Executive Summary
Resolution	6/15/2018	Resolution
CEA	6/19/2018	Backup Material
Plat Showing Tract A	6/19/2018	Plat



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

A Resolution authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Houma-Terrebonne Soccer Association, and Terrebonne Recreation District Number 2-3 for the purpose of operating, administering, and maintaining recreational soccer programs for the youth and citizens of Terrebonne Parish at the Soccer Complex located at the Terrebonne Parish Bayou Country Sports Park.

### PROJECT SUMMARY (200 WORDS OR LESS)

Terrebonne Parish Consolidated Government grants the Houma-Terrebonne Soccer Association the Right of Use of a portion of the Sports Park for the use of soccer fields, provided that the Houma-Terrebonne Soccer Association maintains the soccer fields portion of the Sports Park. The mission of the Houma-Terrebonne Soccer Association is to provide instructional and recreation opportunities to the youth of Terrebonne Parish in the form of supervised soccer leagues.

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

Terrebonne Parish Consolidated Government and Houma-Terrebonne Soccer Association believe that the advancement of soccer fields at the Sports Park is in the best interest of all residents of Terrebonne Parish, especially since the Site is located within an area of high residential growth, present and future, and on property currently owned by Terrebonne Parish Consolidated Government, and highly visible to the public, and a high elevation, and along a public transit route, and amongst adjacent civic uses and structures; and they believe that the promotion of soccer and soccer related events as a tourist attraction provides an economic benefit to the Terrebonne Parish Community.

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

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

PARISHWIDE

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Signature

Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HOUMA-TERREBONNE SOCCER ASSOCIATION, AND TERREBONNE RECREATION DISTRICT NUMBER 2-3 FOR THE PURPOSE OF OPERATING, ADMINISTERING, AND MAINTAINING RECREATIONAL SOCCER PROGRAMS FOR THE YOUTH AND CITIZENS OF TERREBONNE PARISH AT THE SOCCER COMPLEX LOCATED AT THE TERREBONNE PARISH BAYOU COUNTRY SPORTS PARK.**

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or 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 corporation or individual”; and

**WHEREAS**, Louisiana Revised Statute 33:4553 grants TPCG broad authority in developing and administering recreational facilities within the parish, and is authorized by its Home Rule Charter to pass all resolutions and/or ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish; and

**WHEREAS**, TPCG and HTSA share a goal of contributing to the advancement of recreational opportunities within the parish and elevating Terrebonne Parish to the forefront of state-wide recreation; and

**WHEREAS**, a multi-purpose sports complex, including soccer fields, within Terrebonne Parish has long been envisioned by parish planners as an integral part of our growth as a progressive and diverse parish; and

**WHEREAS**, in furtherance of this goal, on December 27, 2012, TPCG purchased a large tract of land and commenced development of a multi-purpose sports complex, known as the Bayou Country Sports Park (“Sports Park”), located at 4374 Highway 311, Houma, LA, in Terrebonne Parish, being more particularly described in Exhibit A annexed hereto and made a part of this Agreement; and

**WHEREAS**, on February 15, 2016, pursuant to Ordinance No. 8649, TPCG purchased property for the Sports Park, previously optioned in the original 2012 sale; and

**WHEREAS**, on February 1, 2013, TPCG and District 2-3 entered into an Intergovernmental Agreement whereby TPCG granted District 2-3 a Right of Maintenance and Use of the land constituting the Sports Park, provided that District 2-3 maintains the property and implements the Master Plan, as may be amended, for the Sports Park, duly recorded in the conveyance records of Terrebonne Parish at Conveyance Book 2317, Page 421, under Entry No. 1419034; and

**WHEREAS**, on April 1, 2016, TPCG and District 2-3 entered into an Amendment No. 1 to the above Intergovernmental Agreement, duly recorded in the conveyance records of Terrebonne Parish under Entry No. 1503708; and

**WHEREAS**, TPCG and HTSA believe that the advancement of soccer fields at the Sports Park is in the best interest of all residents of Terrebonne Parish, especially since the Site is located within an area of high residential growth, present and future, and on property currently owned by TPCG, and highly visible to the public, and a high elevation, and along a public transit route, and amongst adjacent civic uses and structures; and

**WHEREAS**, TPCG and HTSA believe that the promotion of soccer and soccer related events as a tourist attraction provides an economic benefit to the Terrebonne Parish community; and

**WHEREAS**, TPCG desires to cooperate in furtherance of this goal by entering into this agreement with HTSA in which TPCG grants HTSA the Right of Use of a portion of the Sports Park pursuant to the conditions contained herein for use as soccer fields, provided that HTSA maintains the soccer fields portion of the Sports Park consistent with the Master Plan, as may be amended; and

**WHEREAS**, the mission of the HTSA is to provide instructional and recreation opportunities to the youth of Terrebonne Parish in the form of supervised soccer leagues; and

**WHEREAS**, TPCG and HTSA believe they can substantially benefit the recreational and enrichment opportunities for the youth of Terrebonne Parish by entering into a cooperative endeavor with each other; and

**WHEREAS**, TPCG and HTSA find that providing the soccer fields for the terms of this cooperative endeavor agreement will serve a public purpose whose costs are not gratuitous given the significant advancement in recreational opportunities in Terrebonne Parish it creates; and

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be and he is authorized to execute the Cooperative Endeavor Agreement by and between the Terrebonne Parish Consolidated Government, Houma-Terrebonne Soccer Association, and Terrebonne Recreation District Number 2-3.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\* \* \* \* \*

I, VENITA CHAUVIN, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Community Development and Planning Committee on \_\_\_\_\_, 20\_\_\_\_ and subsequently ratified 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\_\_\_\_.

\_\_\_\_\_  
VENITA CHAUVIN; COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT  
FOR RIGHT OF USE  
BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT,  
HOUMA-TERREBONNE SOCCER ASSOCIATION, AND  
TERREBONNE RECREATION DISTRICT NUMBER 2-3**

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**BE IT KNOWN**, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Intergovernmental Agreement is made and entered into, by and between:

**I. PARTIES**

- 1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove, by virtue of Terrebonne Parish Resolution No. \_\_\_\_\_, (hereinafter referred to as “TPCG”);
- 1.2 **HOUMA-TERREBONNE SOCCER ASSOCIATION**, a non-profit corporation, organized and existing under the laws of the State of Louisiana, whose present mailing address is P.O. Box 625, Houma, LA 70361, herein represented by its President, Daniel M. Bruce, Jr., by virtue of Corporate Resolution attached hereto and made a part hereof (hereinafter referred to as “User” or “HTSA”); and
- 1.3 **TERREBONNE RECREATION DISTRICT NUMBER 2-3**, a taxing district of Terrebonne Parish, Louisiana, empowered to provide for recreational facilities and programs within its bounds, whose present mailing address is 421 Westview Drive, Houma, LA 70364, herein represented by its duly authorized Chairman, Michael Bergeron, by virtue of Minutes of a Special Board Meeting attached hereto and made a part hereof, and, (hereinafter referred to as “Intervenor” or “District 2-3”);

**II. PREAMBLES**

- 2.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or 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 corporation or individual”; and
- 2.2 WHEREAS, Louisiana Revised Statute 33:4553 grants TPCG broad authority in developing and administering recreational facilities within the parish, and is authorized by its Home Rule Charter to pass all resolutions and/or ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish; and
- 2.3 WHEREAS, TPCG and HTSA share a goal of contributing to the advancement of recreational opportunities within the parish and elevating Terrebonne Parish to the forefront of state-wide recreation; and



2.4 WHEREAS, a multi-purpose sports complex, including soccer fields, within Terrebonne Parish has long been envisioned by parish planners as an integral part of our growth as a progressive and diverse parish; and

2.5 WHEREAS, in furtherance of this goal, on December 27, 2012, TPCG purchased a large tract of land and commenced development of a multi-purpose sports complex, known as the Bayou Country Sports Park (“Sports Park”), located at 4374 Highway 311, Houma, LA, in Terrebonne Parish, being more particularly described in Exhibit A annexed hereto and made a part of this Agreement; and

2.6 WHEREAS, on February 15, 2016, pursuant to Ordinance No. 8649, TPCG purchased property for the Sports Park, previously optioned in the original 2012 sale; and

2.7 WHEREAS, on February 1, 2013, TPCG and District 2-3 entered into an Intergovernmental Agreement whereby TPCG granted District 2-3 a Right of Maintenance and Use of the land constituting the Sports Park, provided that District 2-3 maintains the property and implements the Master Plan, as may be amended, for the Sports Park, duly recorded in the conveyance records of Terrebonne Parish at Conveyance Book 2317, Page 421, under Entry No. 1419034; and

2.8 WHEREAS, on April 1, 2016, TPCG and District 2-3 entered into an Amendment No. 1 to the above Intergovernmental Agreement, duly recorded in the conveyance records of Terrebonne Parish under Entry No. 1503708; and

2.9 WHEREAS, TPCG and HTSA believe that the advancement of soccer fields at the Sports Park is in the best interest of all residents of Terrebonne Parish, especially since the Site is located within an area of high residential growth, present and future, and on property currently owned by TPCG, and highly visible to the public, and a high elevation, and along a public transit route, and amongst adjacent civic uses and structures; and

2.10 WHEREAS, TPCG and HTSA believe that the promotion of soccer and soccer related events as a tourist attraction provides an economic benefit to the Terrebonne Parish community; and

2.11 WHEREAS, TPCG desires to cooperate in furtherance of this goal by entering into this agreement with HTSA in which TPCG grants HTSA the Right of Use of a portion of the Sports Park pursuant to the conditions contained herein for use as soccer fields, provided that HTSA maintains the soccer fields portion of the Sports Park consistent with the Master Plan, as may be amended; and

2.12 WHEREAS, the mission of the HTSA is to provide instructional and recreation opportunities to the youth of Terrebonne Parish in the form of supervised soccer leagues; and

2.13 WHEREAS, TPCG and HTSA believe they can substantially benefit the recreational and enrichment opportunities for the youth of Terrebonne Parish by entering into a cooperative endeavor with each other; and

2.14 WHEREAS, TPCG and HTSA find that providing the soccer fields for the terms of this cooperative endeavor agreement will serve a public purpose whose costs are not gratuitous given the significant advancement in recreational opportunities in Terrebonne Parish it creates; and

2.15 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, TPCG and HTSA (individually “Party” and collectively “Parties”), who, each being represented by the undersigned duly authorized to act herein, respectfully, agree to the following obligations, promises, terms and conditions, to-wit:

### **III. WITNESSETH**

3.1 TPCG hereby grants to the HTSA the non-exclusive Right to Use the soccer fields designated in this Agreement and related parking areas and common areas situated on the following described property (hereinafter referred to as the “Soccer Complex” or “Premises”) in the Parish of Terrebonne, State of Louisiana, to-wit:

**SEE EXHIBIT A**  
**LEGAL DESCRIPTION OF TRACT A**

-- AND --

**SEE EXHIBIT B**  
**PLAT/SURVEY OF TRACT A**

3.2 This Agreement for Right of Use is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth hereinbelow.

### **IV. RECITALS**

4.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

### **V. EFFECTIVE DATE AND TERM**

5.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.

5.2 Term. This Agreement shall be for an initial term of ten (10) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and ending at midnight on the \_\_\_\_\_ day of \_\_\_\_\_, 2028.

### **VI. RENEWAL OF TERM**

6.1 Option to Renew: TPCG grants unto HTSA the right, option and privilege to renew and extend this Agreement for an additional term of ten (10) years after the expiration of its original term, under the same terms, conditions, obligations, promises and stipulations as provided with respect to the initial term herein, or any modifications otherwise agreed to by the parties.

6.2 Exercise of Option: This Agreement shall renew itself automatically for an additional ten (10) year term unless either party notifies the other in writing on or before 31<sup>st</sup> day prior to the expiration of the initial or any renewal term that renewal of this Agreement is not desired.

6.3 Notice: HTSA shall give written notice to TPCG, no less than thirty (30) days prior to the expiration of any existing ten-year period, that HTSA desires to terminate and/or cancel this Agreement for Right of Use.

### **VII. CONSIDERATION; TERMS AND CONDITIONS**

7.1 Purpose of Agreement. This Right of Use granted to HTSA is solely for the purpose of operating, administering, and maintaining recreational soccer programs for the youth and citizens of Terrebonne Parish at the Soccer Complex located at the Terrebonne Parish Bayou Country Sports Park.

7.2 Consideration. In consideration for this Agreement, HTSA hereby agrees to the following:

- 7.2.1 Soccer-Related Activities. TPCG authorizes HTSA to use the Soccer Complex and manage soccer programs and other approved soccer-related activities in the Soccer Complex that are sponsored by and under HTSA's control and direction. HTSA agrees that the Soccer Complex will remain available for use by other citizens and other community organizations at all times for activities which do not interfere with HTSA's scheduled activities. Other events and activities shall be under the control and direction of TPCG.
- 7.2.2 Soccer Clinics. HTSA shall also be responsible for hosting and funding of two soccer clinics per year. The clinics shall be open to all youth of Terrebonne Parish free of charge. The HTSA will be responsible for bringing in coaches and/or instructors to operate the clinics at the sole cost of the HTSA. In order to safeguard the safety of the children of Terrebonne Parish, all volunteers' candidates for employment with HTSA shall be adequately screened for interacting with minors and HTSA shall maintain non-discriminatory practices at all times. The HTSA will also be responsible for the advertisement costs relating to the clinics and shall make reasonable efforts to inform the public in an effort to encourage parish wide participation.
- 7.3 Management/Supervision. HTSA shall have the sole responsibility of managing and supervising its soccer games, practices, tournaments, camps and clinics (as applicable) and other events to be conducted at the Soccer Complex consistent with the terms of this Agreement and all applicable rules and regulations.
- 7.4 Safety. At all times of this Agreement, HTSA agrees that health and safety issues shall be a prime concern of HTSA during the planning and execution of all events and activities subject to this Agreement and further agrees to following:
- 7.4.1 HTSA shall have the sole responsibility for the safety of participants, spectators, and players;
- 7.4.2 HTSA shall have the sole responsibility for the clearing the fields in the event of lighting or other inclement weather conditions;
- 7.4.3 HTSA agrees to be responsible for providing security during the times the facility is being used for soccer-related events and activities under its management and supervision; and
- 7.4.4 HTSA agrees to employ a sufficient number of security forces for the control and safety at such events and activities that HTSA, in its discretion, deems to be reasonable and appropriate for such events and activities; and
- 7.4.5 HTSA shall continue to maintain the Soccer Complex as a drug-free zone in accordance with federal, state, and local ordinances and/or TPCG Code of Ordinances.
- 7.5 Parking. Parking of all vehicles shall be in the designated vehicle parking areas only. Service vehicles shall remain on roads and in areas designated for said vehicles. ATV Motorized vehicles are not allowed on the soccer fields at any time.
- 7.6 Administration. During the period of the Agreement and any renewal of the Agreement, HTSA will administer the Soccer Complex' various soccer programs for the public benefit and will organize team soccer events in accordance with the terms of this Agreement. HTSA has priority in the annual scheduling of its soccer events and related activities in the Soccer Complex. Any member of the public who qualifies under applicable HTSA rules may participate in the HTSA's soccer programs and events,

7.7 Non-Discrimination. HTSA shall follow a nondiscriminatory policy in managing all of its programs and activities and shall not discriminate against any person or group because of race, color, gender, religion, handicap, age, or national origin. HTSA's open door, inclusive policy, shall seek participation in the Soccer Complex' soccer activities from minorities, females, and individuals without financial resources to pay.

7.8 Youth Preference. HTSA may grant preferences to programs designated for youth soccer.

7.9 Fees. HTSA may charge a fee for participation in the HTSA-sponsored events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with said soccer program, including appropriate allowances for participation in the programs by youth without sufficient resources to pay the fees. Said fees are to be used solely for the purpose of covering expenses directly associated with the soccer programs and activities of HTSA and as described in this Agreement.

7.10 Entire Agreement. The consideration herein shall be for the entire agreement.

7.11 Reimbursement. No additional costs or expenses incurred by HTSA in performance of this Agreement shall be reimbursed or paid by TPCG unless agreed upon in writing by the parties.

7.12 Recreation District 2-3. Notwithstanding anything to the contrary in this Agreement, all terms and conditions of the 2013 Intergovernmental Agreement between TPCG and District 2-3 for Maintenance and Right of Use of the Sports Park shall remain in full force and effect.

## **VIII. USE OF THE SOCCER COMPLEX**

8.1 Permitted Use. HTSA shall use the Soccer Complex solely for the purpose of a soccer facility and soccer-related activities incidental to the lawful operation of a soccer facility, and consistent with the mission and purpose of this Agreement between TPCG and HTSA, and as may be amended.

8.2 Unlawful Purpose. HTSA shall not use the Soccer Complex for any other purpose or for one that is unlawful or tends to injure or depreciate the Soccer Complex.

8.3 Failure. HTSA's failure to use the Soccer Complex for its permitted use may be grounds for termination in accordance with the provisions of Article XXII.

8.4 Field Marking. HTSA will be responsible for the marking the fields in preparation for soccer play.

8.5 Flags, Nets, Etc. HTSA will be responsible for installing nets, flags, and other general Soccer field preparations for games.

8.6 Condition of Property. After each event, the HTSA shall leave the soccer fields and Soccer Complex in the same condition as such fields and Soccer Complex were in at the beginning of such event and shall remove from the soccer fields and Soccer Complex, all equipment, trash and other property of any players, coaches or other participants in any event activities held by the HTSA at the Soccer Complex.

## **IX. EQUIPMENT**

9.1 An inventory list of HTSA equipment and property stored at the Soccer Complex shall be maintained by HTSA and a copy of same shall be provided annually to TPCG as part of the annual financial report. All equipment or other property operated or used by HTSA, which has been placed or maintained in the Soccer Complex, is at the sole risk of HTSA. HTSA may remove its equipment and property from the Soccer Complex any time prior to, or within sixty (60) days of the termination of this Agreement. Any HTSA equipment or property not removed from the Soccer Complex within sixty (60) days after termination of the Agreement becomes the exclusive property of TPCG without recourse.

9.2 Failure to Remove. If the HTSA fails to remove any equipment or other property after any game, practice or other event, TPCG shall have the right to remove such equipment or property and dispose of such property in its sole discretion.

## **X. SCHEDULING**

10.1 A multiple year master annual events and facility use calendar shall be maintained by TPCG and HTSA. The master calendar shall be agreed to by each party. TPCG and HTSA shall agree in a timely manner, after consultation with the assigned representatives of each party, to alter said calendar as may be required to accommodate additional activities sponsored by either party. TPCG may schedule other recreational activities, athletic events or sports events on the events calendar at any time when the facilities are not being used for soccer by HTSA. HTSA has exclusive rights to administer the soccer programs at the Soccer Complex. Confirmed activities are given first priority at the Soccer Complex. A confirmed activity is defined as an activity that is on the most recent revised master event calendar as approved by both parties. Preference shall be given to soccer activities during the times of the year that is recognized as the soccer season. Maintenance, operations, and development issues in the Soccer Complex shall be considered in scheduling all events.

## **XI. CONCESSIONS**

11.1 In no event shall HTSA be entitled to the use of the concession facilities of the Bayou Country Sports Parks unless by written agreement between TPCG and HTSA.

11.2 Notwithstanding Section 12.1 hereinabove, HTSA shall have the right to operate and maintain concession activities for food, nonalcoholic drinks, or other goods and services related to HTSA's soccer activities in the Soccer Complex. HTSA shall comply with all applicable state and parish laws, rules, regulations, ordinances, all local and state health regulations, and secure any and all necessary licenses for said concession operations. HTSA shall properly collect and remit any sales taxes that may apply. TPCG will not, without the prior approval of HTSA, engage in any competing concession activities during HTSA events, either through its own agents or by the granting of concession privileges to any other person or entity. Any vendor agreements or vendor activities contracted or conducted by HTSA shall include as part of the vendor agreement a clause for the continuous collection by the vendor of its signs, paper, trash, equipment, etc. throughout the entire Soccer Complex at all times during vendor activities as well as a final clean up at the conclusion of the event. TPCG shall provide for the removal of said trash from designated collection sites in the Soccer Complex.

11.3 Income derived from HTSA concession activities shall remain the exclusive property of HTSA and shall be used as agreed to in this Agreement. Income derived from TPCG concession activities during TPCG sponsored events in the Soccer Complex shall remain the exclusive property of TPCG.

## **XII. INCOME; FEES**

12.1 Income derived from HTSA soccer activities, including fees, concessions operations, and advertising, are the exclusive property of HTSA. This income shall not include any income or fees generated by TPCG activities. HTSA shall use said income to accomplish the mutually agreed upon objectives, support soccer activities at the Soccer Complex, or in providing additional improvement for HTSA's soccer programs in the Parish of Terrebonne. Some of the revenues may be used by HTSA to offset the cost of soccer programs, training, or other soccer activities at the Soccer Complex or in Terrebonne Parish for those youth who may not be able to participate due to their lack of financial resources. HTSA shall provide a full accounting of all income and expenses to TPCG annually TPCG has the right to audit the financial records of HTSA at any time, at TPCG's expense.

### **XIII. IMPROVEMENTS**

13.1 In-kind Services. The parties hereby recognize and acknowledge that the assumption of responsibilities for the improvement, maintenance and upkeep, agreements as to the use and occupancy of the Premises and all other acts of in-kind services are all made and entered into as consideration and in full compensation for the right of use of the Premises and other in-kind services and other assumption of duties and responsibilities provided by each of the parties, and that both of the parties further acknowledge that both of them are receiving services and assumptions of duties and responsibilities approximately equal to each other.

13.2 Reimbursement. In the event that extraordinary repairs, replacements and/or maintenance of improvements/structures are not performed by HTSA and said action is taken by District 2-3, then District 2-3 shall be entitled to full reimbursement from the HTSA for all such expenditures.

13.3 Improvements/Structures. Should the HTSA desire to erect or modify any improvements or facilities on the property herein provided, the HTSA shall first submit to TPCG all plans for structures and/or modifications to be placed or made to the Premises, and no such action shall be taken by the HTSA except upon the written consent of TPCG.

13.4 Property of TPCG. Except as otherwise indicated, all such structures and/or improvements placed on or made to the Premises shall remain the property of TPCG unless an express agreement is made to the contrary.

13.5 Technical Assistance. TPCG agrees to provide technical assistance regarding the management of any professional services contracts and any construction contracts between the HTSA and its contractors in connection with the Site which exceed the threshold of the public bid law.

13.6 Master Construction Plan. It is anticipated that only those improvements consistent with the master construction plans for the Sports Park will be approved by TPCG.

### **XIV. ADVERTISING SIGNS AND/OR BANNERS**

14.1 TPCG Authority. Any and all advertising conducted in the Soccer Complex for HTSA activities shall be subject to review and approval by TPCG. This shall include signs, papers, ads in bulletins, event ads in newspapers, etc., that may be used by HTSA, HTSA vendors, or sponsors.

14.2 Coordination. HTSA and TPCG will, to the extent possible, coordinate advertising, marketing, and public relations issues for soccer activities in the Soccer Complex in order to maximize effectiveness and efficiency.

14.3 Content. Advertising shall be age and content appropriate for any and all citizens or groups visiting the Soccer Complex. The use of advertising that references tobacco, alcohol, fire arms, and gaming (gambling) in any form is strictly prohibited pursuant to TPCG policy.

14.4 Location. All HTSA-approved sponsorship signs, Event banners, and/or other related signs/banner shall be located in the Soccer Complex pursuant to the Master Site Development Plan and upon approval by TPCG.

14.5 HTSA agrees to include and recognize TPCG as a contributing partner in all HTSA letterhead, advertising, and newsletters. HTSA will include the TPCG logo on all signs and displays.

14.6 TPCG agrees to include and recognize HTSA as a contributing partner and assist HTSA in advertising HTSA events at the Soccer Complex.

14.7 Income from banners or events sponsored by HTSA in the Soccer Complex be the property of HTSA.

14.8 Income from banners or events sponsored by TPCG in the Soccer Complex shall remain the property of TPCG.

## **XV. PUBLIC USE OF PREMISES**

15.1 Public Use. HTSA acknowledges that the TPCG will make available, for use by others, such portions, areas and facilities of the Sports Park that are not subject to this Agreement.

15.2 Cooperation. HTSA agrees to cooperate in good faith with TPCG and those persons using other portions and areas of the Sports Park.

15.3 Non-Soccer Related Activities. HTSA acknowledges that the Sports Park, including the Soccer Complex, and various parts and/or areas therein may or will be used for other non-HTSA soccer and non-soccer related activities, events and engagements and that in order for the Soccer Complex to operate as efficiently as practicable under this Agreement, it may or will be necessary for the use or availability of services and facilities, including the Soccer Complex, to be scheduled or shared with the general public.

15.4 Use by Others. HTSA agrees that TPCG shall have full, complete and absolute authority to establish the schedules for the public use and availability of such use of services, facilities and the Soccer Complex area for other uses not scheduled, and to determine when and to what extent any sharing of any such services and facilities, including the Soccer Complex, is necessary or desirable provided such schedules do not unreasonably interfere with the HTSA's Right of Use of the Soccer Complex, and the HTSA agrees to comply with any schedules so established and to cooperate in any sharing arrangements so that any use by others "will not unreasonably interfere with the master annual event calendar as set forth in Section X above."

## **XVI. NO LEASE; CONTROL OF SOCCER COMPLEX**

16.1 No Lease. This Agreement is solely an agreement permitting the HTSA's use of the Soccer Complex as herein provided; no possessory rights are granted to HTSA hereunder and in no event, shall this Agreement be deemed to be a lease between TPCG and the HTSA.

16.2 No Relinquishment of Right. In permitting the use of the Soccer Complex as provided in this Agreement, TPCG does not relinquish the right to enforce all necessary and proper rules and laws for the efficient and effective operation of the Soccer Complex and the safety of others.

16.3 Entry of Premises. Duly authorized representatives of TPCG may enter the Soccer Complex at any time and on any occasion without restriction, for the enforcement of any such rules and laws.

## **XVII. PRE-USE/OCCUPANCY INSPECTION**

17.1 Prior to use of the Soccer Complex by HTSA, representatives from HTSA shall perform an inspection of the Soccer Complex and advise TPCG of any adverse conditions that it expects TPCG to remedy.

17.2 The parties shall list and agree to any repairs that the HTSA will complete prior to its use of the Soccer Complex.

17.3 In the event repairs cannot be completed before use and/or occupancy, HTSA agrees to provide TPCG a scheduled time for completion of the repairs.

17.4 In no event shall HTSA be permitted to use and/or occupy the Soccer Complex until after all known repairs have been completed and signed by both parties.

## **XVIII. HTSA DOCUMENTS**

18.1 Incorporation/Governing Documents. At the time of the execution of the Agreement, and within seven (7) days of any changes, HTSA agrees to provide to TPCG a copy of the following corporate documents, to-wit:

- 18.1.1 Formation Documents, including its Articles of Incorporation, Initial Report, Bylaws, and other formation documents;
- 18.1.2 IRS designation;
- 18.1.3 List of its current Board of Directors and staff; and
- 18.1.4 Any other documents regarding formation.

18.2 Annual Reports. HTSA further agrees to provide TPCG a copy of the following corporate documents by December 31<sup>st</sup> of each year, to-wit:

- 18.2.1 Annual Financial Statements;
- 18.2.2 Audits Reports;
- 18.2.3 Annual Reports to the Board; and
- 18.2.4 Any other activity reports.

18.3 Public Records. TPCG agrees to adhere to the Public Records Act by making non-privileged, public documents available for inspection.

## **XIX. INDEMNIFICATION**

19.1 The Houma-Terrebonne Soccer Association, its agents, servants, officers, and/or employees, including volunteers, invitees and assigns (hereinafter referred to as “HTSA”), agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers (hereinafter referred to as “TPCG”), from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this Agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of the use of the Soccer Complex of the Bayou Country Sports Park, and any act or omission, whether intentional or unintentional, and any negligence, or liability of the HTSA, its agents, servants, officers, and/or employees, including volunteers, invitees and assigns, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the TPCG, its departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the HTSA 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.

19.2 TPCG, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, agrees to defend, indemnify, save, and hold harmless the HTSA, its agents, servants, officers, and/or employees, including volunteers, invitees and assigns, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this Agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of the use of the Soccer Complex of the Bayou Country Sports Park, and any act or omission, whether intentional or unintentional, and any negligence, or liability of TPCG, its departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the HTSA, its agents, servants, officers, and/or employees, including volunteers, invitees and assigns. Further, and a result of any such claims, lawsuits and demands, TPCG 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.

## **XX. INSURANCE**

The HTSA 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 volunteers.

### **20.1 MINIMUM LIMITS OF INSURANCE:**

All parties shall maintain limits no less than:

20.1.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

20.1.2 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.

20.1.3 Worker's Compensation Insurance to the meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 and shall include:

20.1.3.1 Alternate Employer Endorsement

20.1.3.2 Voluntary Compensation Endorsement

### **20.2 OTHER INSURANCE PROVISIONS**

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

20.2.1 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."

20.2.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.

20.2.3 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.

20.2.4 All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.

### **20.3 WORKERS' COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

21.3.1 The HTSA 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.

## 20.4 ALL COVERAGES

20.4.1 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.”

20.4.2 All policies above endorsed to be primary coverage to any other coverage.

20.4.3 Coverages should be endorsed to cover proper “territory” of operations.

## 20.5 ACCEPTABILITY OF INSURERS

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

## 20.6 VERIFICATION OF COVERAGE

20.6.1 The HTSA 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 TPCG before HTSA’s use commences. TPCG reserves the right to require complete, certified copies of all required policies, at any time.

# XXI. TERMINATION

## 21.1 TERMINATION OF THIS AGREEMENT

21.1.1 For Cause. Either party may exercise any rights available to it under Louisiana law to terminate this agreement for cause in full or in part upon providing written notice to the other party that it has breached the contract and/or failed to comply with the terms and conditions of this Agreement. The terminating party shall give the breaching party an opportunity to cure the defect within thirty (30) days of the written notice, provided that reasonable allowances are made for circumstances beyond the control of the parties.

21.1.2 Without Cause. Either party may exercise any rights available to it under Louisiana law to terminate this agreement without cause in full or in part upon providing sixty (60) days written notice to the other party.

21.1.3 Written Consent. This agreement can be terminated in full or in part upon the written mutual consent of the parties.

## 21.2 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

## 21.3 SURVIVING TERMS

In the event this Agreement is terminated for any reason, whatsoever, Articles VII, XIX, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, and Sections 30.4, 30.9 and 30.10 of Article XXX of this Agreement shall survive termination.

## **XXII. SURRENDER OF THE PREMISES**

22.1 Condition of Premises. Upon the termination of this Agreement for Right of Use, or any renewals thereof, for any cause whatsoever, the HTSA, its successors, assigns, or legal representatives, shall surrender the peaceful possession of said premises. It is further understood and agreed that the HTSA will leave said premises in a neat and clean condition, free of any debris, trash, etc.

22.2 Fixtures and Improvements. Upon termination, any and all fixtures and improvements to the Premises not capable of being removed from the Premises without causing damage to the Premises shall become the property of TPCG; however, should this agreement be terminated by TPCG for any reason other than failure of the HTSA to comply with this Agreement, TPCG shall pay HTSA for all fixed assets at fair market value as appraised at the time of the termination of this Agreement.

## **XXIII. ENTIRE AGREEMENT/AMENDMENT**

23.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. 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.

## **XXIV. LEGAL COMPLIANCE**

24.1 The parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

## **XXV. SEVERABILITY**

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

## **XXVI. FINANCIAL DISCLOSURE**

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

## **XXVII. AUDIT CLAUSE**

27.1 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 the HTSA which relate to this Agreement, upon request.

## **XXVIII. DEFAULT**

28.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana including but not limited injunctive relief and all remedies allowed under Louisiana contractual law.

**XXIX. NOTICES**

29.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, the other party addressed as follows:

- 29.1.1 As to TPCG:

Terrebonne Parish Consolidated Government  
Attn: Gordon Dove, Parish President  
P.O. Box 2768  
Houma, LA 70361
- 29.1.2 As to HTSA:

Houma-Terrebonne Soccer Association  
Attn: Ed Bice, Executive Director  
P.O. Box 625  
Houma, LA 70361
- 29.1.3 As to District 2-3:

Terrebonne Recreation District Number 2-3  
Attn: Michael Bergeron, Chairman  
421 Westview Drive  
Houma, LA 70364

29.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

**XXX. OTHER TERMS AND CONDITIONS**

**30.1 FORCE MAJEURE**

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

**30.2 NO WAIVER**

The failure of the either party 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.

**30.3 DISCRIMINATION CLAUSE**

The HTSA 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, as amended, the Age Act of 1975, as amended, and the HTSA agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. HTSA agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. HTSA acknowledges and agrees that any act of unlawful discrimination committed by HTSA, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **30.4 NON-ASSIGNMENT**

The HTSA shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the TPCG. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

#### **30.5 RELATIONSHIP BETWEEN THE PARTIES**

30.5.1. TPCG and HTSA are engaged by each other for the purposes set forth in this Agreement.

30.5.2. The relationship between the TPCG and HTSA shall be, and only be, that of an independent contractor and HTSA, its agents, servants, officers, and/or employees, including volunteers, invitees and assigns, shall not be construed to be an employee, agent, partner of, or in joint venture with TPCG.

30.5.3. TPCG and HTSA, their respective partners, successors, executors, administrators, agents, assigns and legal representatives of each are bound by this Agreement to the other party in respect of all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any right or benefit hereunder to anyone other than TPCG and HTSA.

#### **30.6 ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE**

TPCG and HTSA expressly agree that HTSA is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to HTSA or to anyone employed by HTSA for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

#### **30.7 ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

30.7.1. TPCG and HTSA expressly declare and acknowledge that HTSA is an independent contractor and, as such, is being engaged by TPCG under this Agreement as noted and defined in La. R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

30.7.2. HTSA has been and will be free from any control or direction by the TPCG over the performance of the services covered by this Agreement;

30.7.3. The services to be rendered by HTSA are outside the normal course and scope of TPCG's usual business; and

30.7.4. HTSA is customarily engaged in an independently established trade, occupation, profession, or business.

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

#### **30.8 EMPLOYMENT OF TPCG PERSONNEL**

HTSA certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of TPCG.

#### **30.9 GOVERNING LAW**

The validity, interpretation, and performance of this Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

### **30.10 CLAIMS OR CONTROVERSIES**

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

### **30.11 CODE OF ETHICS**

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

### **30.12 AUTHORITY OF SIGNORS**

Both parties represent and warrant that the signors hereto are fully authorized to execute and sign this Agreement on its behalf and a copy evidencing such authority is annexed hereto and made a part of this Agreement at time of execution.

## **XXXI. RECREATION DISTRICT 2-3 AS INTERVENOR**

31.1 AND NOW INTERVENES THE TERREBONNE PARISH RECREATION DISTRICT 2-3, who declared that it consents to and approves this Agreement as to form, without releasing TPCG of any liability or obligation, and that nothing herein shall be deemed a waiver or modification of any of the terms and conditions of the 2013 Intergovernmental Agreement between TPCG and District 2-3 for Maintenance and Right of Use of the Sports Park dated February 1, 2013, being duly recorded in Terrebonne Parish Conveyance Records in COB 2317, Page 421, Entry No. 1419034 and of Amendment No. 1 to the above Intergovernmental Agreement dated April 1, 2016, being duly recorded in Terrebonne Parish Conveyance Records in COB 2455, Page 607, Entry No. 1503708.

31.2 Coordination. District 2-3 shall coordinate with HTSA regarding all of the maintenance, upkeep and repairs to satisfy the standards adopted and/or applied by HTSA for its use of the Soccer Complex, as well as any substantial repairs to the soccer fields and/or soccer-related areas of the Soccer Complex.

31.3 Maintenance and Repairs. District 2-3 obligates itself to be solely responsible for all of the maintenance, upkeep and repairs of the Soccer Complex and to provide labor-intensive maintenance obligations as may be required to operate the Soccer Complex and needed to the soccer fields and soccer-related areas of the Soccer Complex.

31.4 Term. TPCG and District 2-3 agree that all necessary maintenance and repairs of the Soccer Complex will be conducted on an as needed basis year-round.

31.5 Condition. At all times during the term of this Agreement, District 2-3 and HTSA agree to manage and maintain the Soccer Complex in a neat, safe, and orderly condition.

31.6 Soccer Fields. District 2-3 agrees to be responsible for and provide maintenance obligations as it relates to the grounds and/or soccer fields of the Soccer Complex as follows:

31.6.1 Grounds Maintenance. District 2-3 agrees to provide proper grounds maintenance throughout the year, including turf/grass management necessary for quality soccer fields, general grounds maintenance and playing field maintenance.

31.6.2 Field Conditions. District 2-3 shall be responsible for planting grass to bring the fields up to playing conditions and to do some finishing “disking” to facilitate as well as set up the fields for seed planting.

31.6.3 Irrigation. District 2-3 agrees to repair and maintain the irrigation systems within the boundaries of the Soccer Complex subject to its right of use.

31.7 Additional. District 2-3 further agrees to provide additional maintenance obligations as it relates to the Soccer Complex as follow:

31.7.1 Placement. The placement of benches, trash receptacles, soccer equipment, etc. is subject to pre-approval by TPCG Administration or HTSA.

31.7.2 Trash Removal. District 2-3 shall be responsible to pick up all trash after each use of the fields of the Soccer Complex.

31.7.3 Port-O-Lets. Placement of port-o-lets is subject to pre-approval by TPCG Administration. District 2-3 shall have port-o-lets removed when the fields are not in use.

31.8 Repairs. With the exception of normal wear caused by use, in the event it is determined by TPCG that damage to the soccer fields and/or equipment has occurred due to abuse or misuse by HTSA or HTSA-sponsored activities, District 2-3 shall be responsible for the repair and/or returning the soccer fields and/or equipment to its pre-damaged condition as determined by TPCG.

31.9 Invoices. District 2-3 agrees that it will pay, in a timely manner, all invoices for goods, services, labor, garbage disposal, and other bills related to HTSA's use of the Soccer Complex or its events in the Soccer Complex during the term of this Agreement.

31.10 Expenses. District 2-3 also agrees to timely pay any other expenses incurred or authorized as related to the use of the Soccer Complex.

## **XXXII. SIGNATURES OF THE PARTIES**

### **32.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**THUS DONE AND SIGNED** on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 due reading of the whole.

**WITNESSES:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

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

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

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

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

***[Remaining Signatures on Following Page]***

32.2 HOUMA-TERREBONNE SOCCER ASSOCIATION

THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 due reading of the whole.

WITNESSES:

HOUMA-TERREBONNE  
SOCCER ASSOCIATION

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

BY: \_\_\_\_\_  
DANIEL M. BRUCE, JR.  
PRESIDENT

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

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

32.3 TERREBONNE PARISH RECREATION DISTRICT 2-3

THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 due reading of the whole.

WITNESSES:

TERREBONNE PARISH RECREATION  
DISTRICT 2-3

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

BY: \_\_\_\_\_  
MICHAEL BERGERON  
CHAIRMAN

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

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



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**TRACT A**  
**A PORTION OF TRACTS D-1, D-4 & L-4,**  
**LOCATED IN SECTIONS 71 & 74, TOWNSHIP 17 SOUTH, RANGE 16 EAST,**  
**TERREBONNE PARISH, LOUISIANA**

**COMMENCING** THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY OF LA. STATE HIGHWAY NO. 311 AND THE NORTHWESTERLY RIGHT OF WAY OF BAYOU COUNTRY PARKWAY;

THENCE SOUTH 33°15'29" WEST FOR A DISTANCE OF 291.07 FEET TO A POINT;

THENCE SOUTH 19°55'20" WEST FOR A DISTANCE OF 108.40' TO A POINT;

THENCE SOUTH 27°55'04" WEST FOR A DISTANCE OF 452.78 FEET TO A POINT;

THENCE NORTH 56°44'31" WEST FOR A DISTANCE OF 522.02 FEET TO A POINT;

THENCE SOUTH 25°24'40" WEST FOR A DISTANCE OF 1375.71 FEET TO A POINT;

THENCE SOUTH 64°35'20" EAST FOR A DISTANCE OF 290.00 FEET TO A POINT;

THENCE SOUTH 25°24'40" WEST FOR A DISTANCE OF 597.23 FEET TO A POINT;

THENCE SOUTH 82°30'37" WEST FOR A DISTANCE OF 44.22 FEET TO **THE POINT OF BEGINNING**,

THENCE SOUTH 10°23'20" EAST FOR A DISTANCE OF 499.68 FEET TO A POINT;

THENCE SOUTH 79°36'40" WEST FOR A DISTANCE OF 739.28 FEET TO A POINT;

THENCE SOUTH 17°35'27" WEST FOR A DISTANCE OF 36.24 FEET TO A POINT;

THENCE SOUTH 10°23'20" EAST FOR A DISTANCE OF 28.00 FEET TO A POINT;

THENCE SOUTH 79°36'40" WEST FOR A DISTANCE OF 706.63 FEET TO A POINT;

THENCE NORTH 10°23'20" WEST FOR A DISTANCE OF 23.02 FEET TO A POINT;

THENCE SOUTH 79°37'11" WEST FOR A DISTANCE OF 225.41 FEET TO A POINT;

THENCE NORTH 10°23'20" WEST FOR A DISTANCE OF 295.80 FEET TO A POINT;

THENCE NORTH 10°27'12" WEST FOR A DISTANCE OF 235.25 FEET TO A POINT;

THENCE SOUTH 79°32'48" WEST FOR A DISTANCE OF 316.35 FEET TO A POINT;

THENCE NORTH 25°24'40" EAST FOR A DISTANCE OF 822.63 FEET TO A POINT;

THENCE SOUTH 64°35'20" EAST FOR A DISTANCE OF 827.20 FEET TO A POINT;

THENCE NORTH 25°22'56" EAST FOR A DISTANCE OF 442.74 FEET TO A POINT;

THENCE SOUTH 54°25'14" EAST FOR A DISTANCE OF 640.52 FEET TO A POINT;

THENCE SOUTH 64°35'20" EAST FOR A DISTANCE OF 126.08 FEET TO A POINT;

THENCE NORTH 82°30'37" EAST FOR A DISTANCE OF 46.61 FEET THE **POINT OF BEGINNING**.

**CONTAINING:** 1,568,338 SQUARE FEET OR 36.004 ACRES OF LAND, MORE OR LESS.

ABOVE DESCRIBED PARCEL IS SUBJECT TO A 50 FOOT SERVITUDE FOR PASSAGE AND SEWER MAINTENANCE, A 50 FOOT PIPELINE RIGHT OF WAY AND DRAINAGE SERVITUDE AND A 30 FOOT DRAINAGE SERVITUDE.

**EXHIBIT B**  
**PLAT/SURVEY**

**TRACT A**  
**A PORTION OF TRACTS D-1, D-4 & L-4,**  
**LOCATED IN SECTIONS 71 & 74, TOWNSHIP 17 SOUTH, RANGE 16 EAST,**  
**TERREBONNE PARISH, LOUISIANA**  
**CONTAINING 36.004 ACRES OF LAND, MORE OR LESS**

