
TERREBONNE PARISH COUNCIL

POLICY, PROCEDURE, AND LEGAL COMMITTEE

Mr. Gerald Michel	Chairman
Mr. Daniel Babin	Vice-Chairman
Mr. John Navy	Member
Mr. Carl Harding	Member
Mr. John Amedee	Member
Ms. Jessica Domangue	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Dirk Guidry	Member
Mr. Steve Trosclair	Member



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

AGENDA

October 24, 2022
5:40 PM

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located **on the table near the entrance into the building** 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**

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approve a waiver of fees for the use of the Barry P. Bonvillain Civic Center by the Krewe of Hercules for their Senior Citizens Christmas Dinner event to be held on Sunday, December 18, 2022.
2. **RESOLUTION:** Accepting the recommendation of the Parish Administration and the Risk Management Department to continue the contract in place with Ledet Corporation for Producer of Record to commence on April 1, 2023 through March 31, 2024 and March 1, 2023 through February 28, 2024.
3. **RESOLUTION:** Accepting the recommendation of the Parish Administration and the Risk Management

Department to continue the contract in place with Laris Insurance Agency, LLC for Producer of Record to commence on March 1, 2023 through February 28, 2024.

4. **RESOLUTION:** Accepting the recommendation of the Parish Administration and the Risk Management Department to continue the contract in place with Laris Insurance Agency, LLC for Producer of Record to commence on April 1, 2023 through March 31, 2024.
5. **RESOLUTION:** Accepting the recommendation of the Parish Administration and the Risk Management Department to continue the contract in place with Anthony J Alford Insurance Corporation for Producer of Record to commence on January 1, 2023 through December 31, 2023.
6. **RESOLUTION:** Accepting the recommendation of the Parish Administration and the Risk Management Department to accept the Proposal from Gulf South Risk Services to provide Third Party Administration of Workers' Compensation Claims commencing on November 1, 2022 through October 31, 2023.
7. **RESOLUTION:** Accepting the recommendation of the Parish Administration and the Risk Management Department to renew the Contract with Sigma Consulting Corporation for Professional Consulting Services and Actuarial Study for 2023.
8. **RESOLUTION:** Approving Parish President Gordon E. Dove to sign an agreement between TPCG and Noble Public Adjusting Group for Hurricane Ida Property Damages.
9. Adjourn

Category Number:
Item Number:



Monday, October 24, 2022

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number: 1.



Monday, October 24, 2022

Item Title:

Krewe of Hercules Senior Citizens Christmas Dinner

Item Summary:

Approve a waiver of fees for the use of the Barry P. Bonvillain Civic Center by the Krewe of Hercules for their Senior Citizens Christmas Dinner event to be held on Sunday, December 18, 2022.

ATTACHMENTS:

Description

Executive Summary

Upload Date

10/18/2022

Type

Executive Summary

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Krewe of Hercules Senior Citizens Christmas Dinner

PROJECT SUMMARY (200 WORDS OR LESS)

Approve a waiver of fees for the use of the Barry P. Bonvillain Civic Center by the Krewe of Hercules for their Senior Citizens Christmas Dinner event to be held on Sunday, December 18, 2022.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

**IF YES AMOUNT
BUDGETED:**

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Steve Trosclair

10/11/2022

Signature

Date



Monday, October 24, 2022

Item Title:

2023 to 2024 Renewal of Producer of Record Contract

Item Summary:

RESOLUTION: Accepting the recommendation of the Parish Administration and the Risk Management Department to continue the contract in place with Ledet Corporation for Producer of Record to commence on April 1, 2023 through March 31, 2024 and March 1, 2023 through February 28, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary to request renewal of Producer of Record with Ledet Corp	10/17/2022	Executive Summary
Resolution to Accept the renewal of contract in place with Ledet Corp for Producer of Record	10/17/2022	Resolution
Ordinance Number 9216 for approving contract with Ledet Corp for Producer of Record	10/17/2022	Ordinance



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Renewal of 2023 thru 2024 Producer of Record Contract with Ledet Corporation dba/ Ledet Insurance Agency

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution to recommend the continuation and renewal of services for Producer of Record Contract with The Ledet Corporation dba/ Ledet Insurance Agency to provide Comprehensive Fireman’s Insurance (Houma, Fire Department) commencing April 1, 2023, thru March 31, 2024, and Boiler and Machinery coverage commencing March 1, 2023, thru February 28, 2024, per Ordinance #9216.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
It is the recommendation of Administration and the Risk Management Department to continue the contract in place with The Ledet Corporation dba/ Ledet Insurance Agency for Producer of Record for Boiler and Machinery coverage to commence on March 1, 2023, thru February 28, 2024, and Comprehensive Fireman’s Insurance coverage (Houma Fire Department) to commence on April 1, 2023, thru March 31, 2024.

TOTAL EXPENDITURE									
(Includes all fees & taxes)									
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)									
ACTUAL					ESTIMATED				
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)									
N/A	NO	(YES)	IF YES AMOUNT BUDGETED:						
COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9



Signature

10/17/2022
Date

For Agenda Item: Renewal of 2023-2024 Producer of Record Contract in place with the Ledet Corporation dba/ Ledet Insurance Agency

WHEREAS Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Comprehensive Fireman's Insurance coverage (Houma, Fire Department) and Boiler and Machinery insurance Coverage through its Department of Risk Management; and

WHEREAS Administration and the Risk Management Department would like to recommend the continuance and renewal of services for Producer of Record Contract in place with the Ledet Corporation dba Ledet Insurance Agency for Comprehensive Fireman's Insurance coverage (Houma, Fire Department) for the year 2023 thru 2024, per Ordinance Number 9216; and

WHEREAS, such services commencing on April 1, 2023, and effective through March 31, 2024.

WHEREAS Administration and the Risk Management Department would like to recommend the continuance and renewal of services for Producer of Record Contract in place with the Ledet Corporation dba Ledet Insurance Agency for Boiler and Machinery coverage for the year 2023 thru 2024, per Ordinance Number 9216, and

WHEREAS, such services commencing on March 1, 2023, and effective through February 28, 2024.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government is hereby authorized to accept the recommendation of Administration and the Risk Management Department to continue the contract in place with Ledet Corporation dba/Ledet Insurance Agency for Producer of Record to commence on April 1, 2023, through March 31, 2024, and March 1, 2023, thru February 28, 2024.

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

ORDINANCE NO. 9216

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF THE LEDET CORPORATION D/B/A LEDET INSURANCE TO SERVE AS AGENT/PRODUCER OF RECORD FOR (HOUMA FIRE DEPARTMENT) COMPREHENSIVE FIREMEN'S POLICY COMMENCING APRIL 1, 2021 THROUGH MARCH 31, 2022, AND BOILER AND MACHINERY COVERAGE COMMENCING ON MARCH 1, 2021 THROUGH FEBRUARY 28, 2022, WITH THE OPTION TO RENEW FOR TWO SUBSEQUENT ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

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

WHEREAS, TPCG's current comprehensive Fireman's policy is scheduled to renew on April 1, 2021; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance Agent/Producer of record for Firemen's coverage for the year 2021, commencing April 1, 2021, and effective through March 31, 2022; and

WHEREAS, the Agent of Record has given the TPCG the option for two (2) one-year renewals for Firemen's coverage, from April 1, 2022 through March 31, 2024 subject to this Council's selection and approval by ordinance and TPCG's signing a new, but same contract for the option period;

WHEREAS, TPCG's current boiler and machinery coverage is scheduled to renew on March 1, 2021; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance Agent/Producer of record for Boiler and Machinery coverage for the year 2021, commencing March 1, 2021, and effective through February 28, 2022.

WHEREAS, the Agent of Record has given the TPCG the option for two (2) one-year renewals for Boiler and Machinery coverage, from March 1, 2022 through March 31, 2024, subject to this Council's selection and approval by ordinance and TPCG's signing a new, but same contract for the option period; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that The Ledet Corporation d/b/a Ledet Insurance is hereby appointed to serve as Agent/Producer of Record for the TPCG's (Houma Fire Department's) Comprehensive Fireman's Policy and the Boiler and Machinery coverage contract, submitted to Council on the 9th of December, 2020, the period of the Firemen's Policy coverage commencing April 1, 2021, and effective through March 31, 2022; and the period of the Boiler and Machinery coverage March 1, 2021, and effective through February 28, 2022.

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that, for both Firemen's coverage and Boiler/Machinery coverage, the Terrebonne Parish Consolidated Government reserves the right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms by signing a new contract for the new option term containing the same terms and conditions of the original contract, unless additional or other terms and conditions are specified by TPCG, subject to approval by TPCG.

SECTION III

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

SECTION IV

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

SECTION V

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

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

THERE WAS RECORDED:

YEAS: J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding, G. Michel, and J. Amedée.

NAYS: None.


NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.


The Chairman declared the ordinance adopted on this, the 9th day of December 2020.


STEVE TROSCLAIR, CHAIRMAN
TERREBONNE PARISH COUNCIL


SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

12-10-2020 10:45 a.m.

Approved  Vetoed

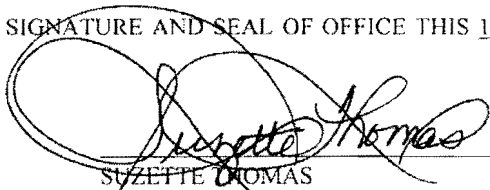
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

12-10-2020 3:39p.m.

I, **SUZETTE THOMAS**, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on December 9, 2020, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 10th DAY
OF DECEMBER 2020.



SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Cheryl Lirette

From: Margeaux LeCompte
Sent: Monday, December 14, 2020 1:10 PM
To: Mike Toups; Kandace Mauldin; Kayla Dupre; Cheryl Lirette; Leilani Adams
Subject: Ordinance No. 9216
Attachments: Ordinance No. 9216 Authorizing The Ledet Corp. dba Ledet Insurance to service as the agent producer of record for the Houma Fire Department's Comp. Firemen's Policy.pdf

Attached you will find Ordinance No. 9216: Authorizing The Ledet Corp. dba Ledet Insurance to service as the agent/producer of record for the Houma Fire Department's Comprehensive Firemen's Policy.

If you have any questions, please feel free to contact us.

Thank you,

Margeaux LeCompte

Minute Clerk

Office of the Terrebonne Parish Council

Terrebonne Parish Consolidated Government

8026 Main Street, Suite 600

Houma, LA 70360

Telephone : (985) 873-6520

Fax : (985) 873-6521

E-mail : mlecompte@tpcg.org



Monday, October 24, 2022

Item Title:

2023 to 2024 Renewal of Producer of Record with Laris Insurance Agency, LLC

Item Summary:

RESOLUTION: Accepting the recommendation of the Parish Administration and the Risk Management Department to continue the contract in place with Laris Insurance Agency, LLC for Producer of Record to commence on March 1, 2023 through February 28, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Renewal of 2023 to 2024 Producer of Record with Laris Insurance Agency,, LLC	10/17/2022	Executive Summary
2023 to 2024 Renewal of Producer of Record with Larish Insurance Agency, LLC for Property Insurance	10/17/2022	Resolution
Ordinance Number 9225	10/17/2022	Ordinance



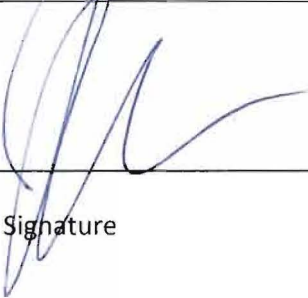
EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Renewal of 2023 to 2024 Producer of Record Contract with Laris Insurance Agency, LLC for Property Insurance, Flood, Special Equipment Floater, and Inland Marine Coverage.

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution to recommend the continuation of contract in place and renewal of services for Producer of Record Contract with Laris Insurance Agency, LLC for Property Insurance, Flood, Special Equipment Floater, and Inland Marine Coverage, per Ordinance 9225, with such services to commence on March 1, 2023, thru February 28, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
It is the recommendation of Administration and the Risk Management Department to continue the contract in place with Laris Insurance Agency, LLC for Producer of Record to commence on March 1, 2023, thru February 28, 2024.

TOTAL EXPENDITURE									
(Includes all fees & taxes)									
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)									
ACTUAL					ESTIMATED				
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)									
N/A	NO	(YES)	IF YES AMOUNT BUDGETED:						
COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9



Signature

10/17/2022
Date

For Agenda Item: Renewal of 2023-2024 Producer of Record Contract with Laris Insurance Agency, LLC

WHEREAS Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Property Insurance, Flood, Special Equipment Floater, and Inland Marine Coverage through its Department of Risk Management; and

WHEREAS Administration and the Risk Management Department would like to recommend the continuance and renewal of services for Producer of Record Contract with Laris Insurance Agency, LLC for Property Insurance, Flood, Special Equipment Floater, and Inland Marine Insurance coverage, per Ordinance Number 9225; and

WHEREAS, such services would begin March 1, 2023, through February 28, 2024.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government is hereby authorized to accept the recommendation of Administration and the Risk Management Department to continue the contract in place with Laris Insurance Agency, LLC for Producer of Record to commence on March 1, 2023, through February 28, 2024.

OFFERED BY: MR. D. J. GUIDRY
SECONDED BY: MR. J. AMEDEE

ORDINANCE NO. 9225

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF LARIS INSURANCE AGENCY, LLC TO SERVE AS AGENT/PRODUCER OF RECORD FOR TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S PROPERTY INSURANCE COVERAGE COMMENCING ON JANUARY 14, 2021, AND EFFECTIVE THROUGH FEBRUARY 28, 2022, WITH THE OPTION TO RENEW FOR TWO SUBSEQUENT ONE-YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

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

WHEREAS, TPCG's current property insurance coverage is scheduled to renew on March 1, 2021; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a property insurance Agent/Producer of record for the year 2021, commencing January 14, 2021, and effective through February 28, 2022; and

WHEREAS, the Agent/Producer of Record has given TPCG the option for two (2) one-year renewals, from March 1, 2022 through February 28, 2023, and from March 1, 2023 through February 28, 2024, subject to this Council's selection and approval by ordinance; and

WHEREAS, the Agent/Producer of Record, will not be Agent of Record/Producer for Houma Fire Department nor TPCG Boiler and Machinery coverages:

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that LARIS INSURANCE AGENCY, LLC is hereby appointed to serve as Agent/Producer of Record for Terrebonne Parish Consolidated Government's Property Insurance coverage contract, excluding any Houma Fire Department coverages and Boiler and Machinery coverage for utilities for the period commencing January 14, 2021, effective through February 28, 2022; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves the option to renew the appointment for up to two subsequent, additional one-year terms, by signing a new contract for the new option term containing the same terms and conditions of the original contract, unless additional or other terms and conditions are specified by TPCG, subject to approval by TPCG.

SECTION III

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

SECTION IV

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

SECTION V

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

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

THERE WAS RECORDED:

YEAS: D. J. Guidry, S. Trosclair, J. Navy, C. Harding, G. Michel, J. Amedée, J. Domangue, and D. W. Guidry, Sr.

NAYS: D. BABIN.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 13th day of January 2021.



DARRIN W. GUIDRY, SR., CHAIRMAN
TERREBONNE PARISH COUNCIL

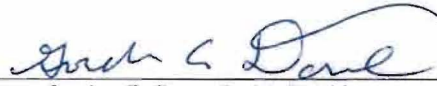


SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

01-14-21 11:21 a.m.

Approved



Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

01-14-21 1:51 p.m.

I. **SUZETTE THOMAS**, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on January 13, 2021. at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 14th DAY OF JANUARY 2021.

A handwritten signature in blue ink, appearing to read "Suzette Thomas", is written over a horizontal line.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, October 24, 2022

Item Title:

2023 to 2024 Renewal of Producer of Record for Casualty Insurance

Item Summary:

RESOLUTION: Accepting the recommendation of the Parish Administration and the Risk Management Department to continue the contract in place with Laris Insurance Agency, LLC for Producer of Record to commence on April 1, 2023 through March 31, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Renewal of 2023 to 2024 Producer of Record with Laris Insurance Agency, LLC for Casualty Insurance	10/17/2022	Executive Summary
Resolution for renewal of 2023 to 2024 Producer of Record for Casualty Insurance with Laris Insurance Agency	10/17/2022	Resolution
Ordinance Number 9215	10/17/2022	Ordinance



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Renewal of 2023 to 2024 Producer of Record Contract with Insurance Agency for Casualty Insurance coverage

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution to recommend the continuation and renewal of contract in place for renewal of Producer of Record Contract with Laris Insurance Agency, LLC for Casualty Insurance coverage, per Ordinance Number 9215, with such services to commence on April 1, 2023, thru March 31, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
It is the recommendation of Administration and the Risk Management Department to continue the contract in place with Laris Insurance agency for Producer of Record to commence on April 1, 2023, thru March 31, 2024.

TOTAL EXPENDITURE									
(Includes all fees & taxes)									
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)									
ACTUAL					ESTIMATED				
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)									
N/A	NO	(YES)	IF YES AMOUNT BUDGETED:						
COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9



Signature

10/17/2022
Date

For Agenda Item: Renewal of 2023-2024 Producer of Record Contract in place with Laris Insurance Agency, LLC

WHEREAS Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Casualty Insurance Coverage through its Department of Risk Management; and

WHEREAS Administration and the Risk Management Department would like to recommend the continuance and renewal of services for Producer of Record Contract in place with Laris Insurance Agency, LLC for Casualty Insurance coverage, per Ordinance Number 9215; and

WHEREAS, such services would begin April 1, 2023, through March 31, 2024.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government is hereby authorized to accept the recommendation of Administration and the Risk Management Department to continue the contract in place with Laris Insurance Agency, LLC for Producer of Record to commence on April 1, 2023, through March 31, 2024.

OFFERED BY: MR. J. NAVY
SECONDED BY: MR. D. W. GUIDRY, SR.

ORDINANCE NO. 9215

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF LARIS INSURANCE AGENCY, LLC TO SERVE AS AGENT/PRODUCER OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S CASUALTY INSURANCE COVERAGE COMMENCING ON APRIL 1, 2021 THROUGH MARCH 31, 2022, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

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

WHEREAS, TPCG's current casualty insurance coverage is scheduled to renew on March 31, 2021; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a casualty Agent/Producer of record for the year 2021, commencing on April 1, 2021 and effective through March 31, 2022, the anniversary of the first renewal of TPCG's casualty insurance coverage under this Agent/Producer of record; and

WHEREAS, Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, from April 1, 2022 through March 31, 2023, and from April 1, 2023 through March 31, 2024, subject to this Council's selection and approval by ordinance; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) one-year renewals subject to this Council's selection and approval by ordinance, subject to the same terms and conditions as the original contract; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that LARIS INSURANCE AGENCY, LLC is hereby appointed to serve as Agent/Producer of Record for TPCG's Casualty Insurance coverage contract, excluding any Houma Fire Department coverages and Boiler and Machinery coverage for utilities, submitted to Terrebonne Parish Council on the 9TH of December, 2020, for the period commencing April 1, 2021 and effective through March 31, 2022.

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms by signing a new contract for the new option term, containing the same terms and conditions of the original contract, unless additional or other terms and conditions are specified by TPCG, subject to approval by TPCG.

SECTION III

NOW THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the

Agent of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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

SECTION V

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

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

THERE WAS RECORDED:

YEAS: J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding, G. Michel, and J. Amedée.

NAYS: None.

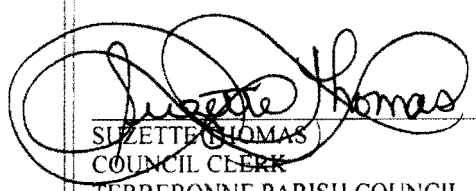
NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

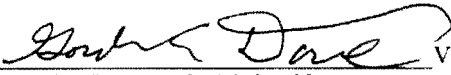
The Chairman declared the ordinance adopted on this, the 9th day of December 2020.


STEVE TROSCLAIR, CHAIRMAN
TERREBONNE PARISH COUNCIL


SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

12-10-2020 10:45AM

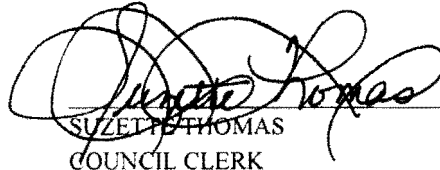

☒ Approved ☐ Vetoed
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

12-10-2020 3:59 p.m.

I, **SUZETTE THOMAS**, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on December 9, 2020, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 10th DAY OF DECEMBER 2020.

A handwritten signature in black ink, appearing to read "Suzette Thomas", is written over a horizontal line.

SUZETTE THOMAS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL



Monday, October 24, 2022

Item Title:

Renewal of Producer of Record Contract with Anthony J. Alford Insurance Corporation

Item Summary:

RESOLUTION: Accepting the recommendation of the Parish Administration and the Risk Management Department to continue the contract in place with Anthony J Alford Insurance Corporation for Producer of Record to commence on January 1, 2023 through December 31, 2023.

ATTACHMENTS:

Description	Upload Date	Type
Renewal of 2023 Producer of Record contract in place with Anthony J Alford Insurance Corporatoin for Employee Group Health Insurance	10/17/2022	Executive Summary
Renewal of 2023 Producer of Record Contract in place with Anthony J Alford Insurance Corporation	10/17/2022	Resolution
Ordinance Number 9212	10/17/2022	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Renewal of 2023 Producer of Record Contract with Anthony J. Alford Insurance Corporation for the Employee Group Health Insurance/ Self-Funded Reinsurance Contract for Medical, Dental, and Pharmacy Benefits.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution to recommend the continuation and renewal of services for Producer of Record Contract with Anthony J. Alford Insurance Corporation to provide Employee Group Health Insurance/ Self-Funded Reinsurance of Insurance benefits for Medical, Dental, and Pharmacy, per Ordinance #9212, commencing on January 1, 2023, and effective thru December 31, 2023.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to continue the contract in place with Anthony J. Alford Insurance Corporation for Producer of Record to commence on January 1, 2023, thru December 31, 2023.

TOTAL EXPENDITURE

(Includes all fees & taxes)

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

October 17, 2022

Date

For Agenda Item: Renewal of 2023 Producer of Record Contract in place with Anthony J. Alford Insurance Company

WHEREAS Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Employee Group Health Insurance Coverage through its Department of Risk Management; and

WHEREAS Administration and the Risk Management Department would like to recommend the continuance and renewal of services for Producer of Record Contract in place with Anthony J. Alford Insurance Company for employee Group Health Insurance/Self-funded and Re-insurance Contract for Medical, Dental, and Pharmacy Benefits for 2023, per Ordinance Number 9212; and

WHEREAS, such services would begin January 1, 2023, through December 31, 2023.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government is hereby authorized to accept the recommendation of Administration and the Risk Management Department to continue the contract in place with Anthony J. Alford Insurance Company for Producer of Record to commence on January 1, 2023, through December 31, 2023.

OFFERED BY: MR. D. BABIN
SECONDED BY: MR. J. AMEDEE

ORDINANCE NO. 9212

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ANTHONY J. ALFORD INSURANCE CORPORATION TO SERVE AS AGENT OF RECORD FOR THE EMPLOYEE GROUP HEALTH INSURANCE/SELF-FUNDED AND REINSURANCE CONTRACT FOR MEDICAL, DENTAL, AND PHARMACY BENEFITS COMMENCING ON JANUARY 1, 2021, AND EFFECTIVE THROUGH DECEMBER 31, 2021, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does provide employee group health insurance/self-funded insurance coverages for medical, dental, and pharmacy benefits through its Risk Management Department; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance agent of record for the year 2021, commencing January 1, 2021, and effective through December 31, 2021; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) one-year renewals subject to this Council's selection and approval by ordinance, subject to the same terms and conditions as the original contract; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that Anthony J. Alford Insurance Corporation is hereby appointed to serve as Agent of Record for the employee group health benefits for medical, dental, pharmacy, self-funded and reinsurance contract submitted to Terrebonne Parish Council on the 18th day of November, 2020, for the period commencing January 1, 2021, effective through December 31, 2021; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional one-year terms by signing a new contract for the new option term, containing the same terms and conditions of the original contract, subject to approval by TPCG; and

SECTION III

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

SECTION IV

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

SECTION V

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

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding, and G. Michel.


NAYS: None.


NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 18th day of November 2020.

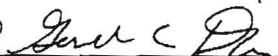

STEVE TROSCLAIR, CHAIRMAN
TERREBONNE PARISH COUNCIL


SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

11-19-2020 3:32pm

Approved



Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

11-20-2020 8:00 a.m.

I, SUZETTE THOMAS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on November 18, 2020, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 19th DAY OF NOVEMBER 2020.


SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, October 24, 2022

Item Title:

Recommendation to appoint Gulf South risk Services to provide third Party Administration for Claims Adjusting Services to handle Workers' Compensation Claims commencing November 1, 2022

Item Summary:

RESOLUTION: Accepting the recommendation of the Parish Administration and the Risk Management Department to accept the Proposal from Gulf South Risk Services to provide Third Party Administration of Workers' Compensation Claims commencing on November 1, 2022 through October 31, 2023.

ATTACHMENTS:

Description	Upload Date	Type
Recommend the appointment of Gulf South Risk Services to provide Third Party Administration for Claims Adjusting Services to handle Workers' Compensation Claims	10/17/2022	Executive Summary
Recommend accepting the Proposal from Gulf South	10/17/2022	Resolution
Gulf South Risk Services Proposal	10/17/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution to recommend the appointment of Gulf South Risk Services to provide Third Party Administration for Claims Adjusting Services to handle Workers' Compensation Claims for our Risk Management Department.

PROJECT SUMMARY (200 WORDS OR LESS)

Administration and the Risk Management Department reviewed and analyzed several Proposals for third Party Administrators. We are providing a Resolution to recommend the appointment of Gulf South Risk Services to provide Third Party Administration for Claims Adjusting Services to handle Workers' compensation claims for our Risk Management Department for one (1) year with the option to renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement (90) days or more prior to the end of the initial term or any annual anniversary thereafter, per the attached Proposal.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to accept the Proposal from Gulf South Risk Services to provide Third Party Administration for Workers' Compensation Claims to become effective November 1, 2022.

TOTAL EXPENDITURE

(Includes all fees & taxes)

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)

PARISH WIDE

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Signature

10/10/2022

Date

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Administration of all claims for Workers' Compensation through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department reviewed and analyzed several proposals provided by Third Party Administrators to handle the Workers Compensation claims and submits a recommendation for a Third Party Administrator for one (1) year term with the option to renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement (90) days or more prior to the end of the initial term or any annual anniversary thereafter. per the attached Proposal; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Proposal for Third Party Administrator with Gulf South Risk Services be accepted effective for November 1, 2022.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Comrnittee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Administration and the Risk Management Department is to accept the attached Proposal for Third Party Administration of Workers' Compensation claims with Gulf South Risk Services become effective for November 1, 2022.



**GULF SOUTH
RISK SERVICES**

Terrebonne Parish Consolidated Government Proposal for TPA Services

Prepared By
Gulf South Risk Services, Inc.
250 Barrow Street ▪ Houma, LA 70360
985-868-7070 ▪ gulfsouthrisk.com

August 9, 2022

GENERAL INFORMATION

COMPANY HISTORY

Gulf South has been providing *quality claims adjustment and administration services* to private and public entities since 1984. We began in Houma, Louisiana, and we are committed to the growth and prosperity of Louisiana and the gulf coast region. We provide invaluable services to both public and private clients and are active in our communities. We are members of the National Association of Health Underwriters, Louisiana Association of Health Underwriters, Louisiana Association of Self Insured Employers and the Houma Chamber of Commerce.

Gulf South Risk Services (GSRS) is a Louisiana corporation fully insured and licensed by the Department of Insurance servicing the state of Louisiana as a third-party administrator and registered with the Louisiana Workforce Commission as a service company for the benefit of workers' compensation claims. We are also a licensed third-party administrator and claims adjusting firm in Texas, Georgia, Florida, North Carolina, and South Carolina. We provide workers compensation, auto liability, general liability, professional liability and group health claims administration and adjustment for both the public and private sector. We serve state municipalities and local governmental entities such as school districts, hospitals, and sheriff's departments.

FINANCIAL STRENGTH + STABILITY

Gulf South Risk Services has been in business for more than 30 years and has consistently delivered superior third party administration service and support for our clients during any economic climate. We have the financial strength, expert staff and technological capabilities to provide superior service and support that will not only meet TPCG's expectations, but exceed them.

RELATED SERVICES TO GOVERNMENT ENTITIES

We provide services to a number of parish school boards and other municipalities such as cities, parish governments and sheriffs departments. We also provide similar services for private clients of a similar sizes as TPCG such as publicly traded companies. Below are a few of the current municipalities that we service:

Terrebonne Parish School Board

Plaquemines Parish School Board

Iberia Parish School Board

City of Gretna

Terrebonne General Health System

OUR TEAM

Sue Duplantis is the Claims Manager. She has been with Gulf South Risk Services since 2002. Her duties include the supervision of the adjusters and staff associated with the casualty claims division which includes subrogation and recovery, an integral part of claims administration. She also assists in the investigation and handling of various claims including USL&H, Jones Act, State Workers' Compensation, General Liability and Auto Liability. She attends mediations, conferences and trials when needed. In addition, she oversees the reserving of claims and reporting to insurance carriers when necessary.

She began her insurance career with Crawford and Company in 1976 as a claims adjuster and then as a claims manager. As a claims manager she implemented, developed and supervised a light duty program (Transitional Education Program) for employees sustaining an "on the job injury". The program provided for a successful return to work of approximately 84% of the injured employees assigned to the program.

Ben Floyd is a licensed comprehensive claims adjuster and licensed Workers compensation adjuster who will be assigned to handle all of the claims for the Terrebonne Parish Consolidated Government. He has been an adjuster with GSRS for seven years and previous to that has a background in safety. Mr. Floyd holds a certified workers compensation professional designation through the Louisiana Association of Self-Insured Employers and is also a Certified Occupational Safety Specialist. He has worked with multiple school boards and local municipalities on workers compensation, automobile, employment practices, and general liability claims.

Amanda Ekiss is a licensed comprehensive claims adjuster who has been with Gulf South for 4 months. She has a background in legal work from multiple law offices handling all types of claims. Amanda will be assisting with the claims work for Terrebonne Parish Consolidated Government.

Stephanie Marcel, LPN has been practicing in the medical industry since 1999. Stephanie is an in house nurse case manager who reviews request for medical necessity and ensures that they meet treatment guidelines. She is responsible for Preauthorization of services and Utilization Review.

Nichole Hebert, RN has been a nurse for twenty-five years. Throughout her nursing career she has worked in several areas of nursing care such as Home Health, Skilled Nursing and Rehabilitation, as well as medical/surgical in a hospital setting. She is an in-house nurse case manager and handles Preauthorization and Utilization Review.

Jasmine Granier handles the IT for our claims management system such as reporting, claim set-up, and training. Jasmine has worked for Gulf South Risk Services since December of 2006. She is a licensed Workers compensation and Property & Casualty claims adjuster and holds a certified workers compensation professional designation through the Louisiana Association of Self-Insured Employers.

Jane Arceneaux has been with GSRS for 16 years and handles bill review and negotiations.

REFERENCES

Mr. Wayne Landry

General Counsel, Iberia Parish School Board

1500 Jan St. | New Iberia, LA 70562

337-685-4395

Lines of Insurance Handled: Workers compensation, auto liability, general liability, professional liability

2000 employees, Client for 11 years

Mrs. Dee Daigle

Insurance Benefits, Plaquemine Parish School Board

1484 Woodland HWY / Belle Chasse, LA 70037

(504) 595-6400

Lines of Insurance Handled: Workers compensation

Client for 13 years

Mr. Curtis Constrantiche

Risk Manager, Terrebonne Parish School Board

201 Stadium Dr. | Houma, LA 70360

985-876-7400

Lines of Insurance Handled: Workers compensation, auto liability, general liability, professional liability

2500 Employees, Client for 26 years

Ms. JoAnn Cannata

Director of Regulatory and Risk, Terrebonne General Health System

8166 Main Street | Houma, LA 70360

(985) 873-4400

Lines of Insurance Handled: Worker's compensation, general liability

Client for 20 years

VIII. SCOPES + SERVICES

Ownership

- Gulf South Risk Services is its own entity and not owned by any parent companies. GSRS is seeking the contract to provide TPA services for TPCG. GSRS is not owned by nor does it own any organization actively engaged in the sale of insurance products.

Internet based reporting and adjuster service

- Our skilled claims managers are available 24/7 and actively manage each claim to a swift resolution. We utilize a variety of different reporting services including an internet-based system called Claim Pilot. Terrebonne Parish Consolidated Government representative will be trained on how to access and use Claim Pilot.

Claims Reserves

- All Gulf South Risk Service adjusters have experience with Workers Compensation and utilize a very hands-on approach. Reserves are initially requested by the adjuster and then are reviewed with two levels of management experienced in claims handling to get the most accurate initial reserves. Reserves are then re-evaluated as new findings present themselves to best represent the claim. Our adjusters work hand in hand with the attorneys to help create the best defense strategy and are experienced in mediation and trials. We look forward to working together to provide the best possible outcome.

Claims supervisor and Staff Adjusters assigned to handle claims for TPCG

- Keith Kenney is the owner and president of Gulf South Risk Services which he incorporated in 1984. Mr. Kenney is hands on and will oversee the day to day operations between GSRS and TPCG. Sue Duplantis will be in the role of Claims Supervisor and has 18 years of experience with Gulf South Risk services. Ben Floyd will be the primary adjuster on this account. He has worked with multiple school boards and local municipalities on workers compensation, automobile, employment practices, and general liability claims

Existing claims per adjuster

- Each adjuster carries a caseload between 70-100 open claims. We see a lot of Report Only claims. These claims can be closed quickly but can push the number of open claims up for the adjuster.

Number of personnel overseen

- Sue Duplantis is the manager currently overseeing six adjusters. A number of these customers are municipalities. This is why we think this team would be most suited to handle TPCG.

VIII. SCOPES + SERVICES

Claims Investigation Services and Techniques

Worker's Compensation

After a claim is initial set up, an initial claim packet will be mailed to the claimant containing the following documents to be completed:

- Authorization for Disclosure
- LWC-WC 1025.EE Employee Certificate of Compliance
- LWC-WC 1020 Employee Monthly Report of Earnings
- LA OWCA Second Injury Board Knowledge Questionnaire
- Choice of Physician Form
- Mileage Reimbursement Form

The adjusters will make three point contact.

Contact with the Employer

Contact with the Employee

Contact with the Medical Provider

An initial recorded statement will be obtained through our Uniti Fiber phone system, transcribed, and scanned to the file.

- If the claimant wishes not to be recorded, notes are taken and saved to the file.
- If the claimant is unable to be reached, the file will be noted and a diary will be set to try again.
- On-site investigation will be schedule where appropriate and communicated with the Risk Manager.
- Verbal authorization or an authorization letter will be faxed to the medical provider for initial treatment.

Initial Reserves are set based on the type of claim that is set up.

- If the physician places work restrictions on the claimant:
 - If placed on light to sedentary duty, Adjuster will discuss with the Risk Manager if light or sedentary duty available.
 - If modified duty is not available:
 - Four weeks of wages prior to the date of accident will be requested from Terrebonne Parish Consolidated Government Human Resources department to calculated indemnity benefits.
 - An LWC-WC 1002 Notice of Payment will be completed by the Adjuster, reviewed by the Claims Manager, and filed to the Office of Workers' Compensation when the first indemnity payment is issued.
 - All indemnity payments are recorded in ClaimPilot under the Comp tab.
 - A Reserve Analysis will be completed and reserves will be set based on anticipated time to return to work and medical treatment.

VIII. SCOPES AND SERVICES

- All documents are saved to ClaimPilot under Documents and labeled for easy identification.
- Second Medical Opinion (SMO) may be initiated and chosen by Gulf South Risk Services based on preferred providers in Terrebonne Parish and surrounding areas.
 - Requested major medical procedures
 - Disagreement in medical treatment plan
- Report Only
 - Initial contact is made with the claimant to ensure no medical treatment is required.
 - Claim remains open for a minimum of 30 days.
 - Follow-Up contact with claimant after 30 days to ensure no medical treatment was/is required.
 - If no treatment was required claim is closed.
- Medical Only
 - Three point contact is made.
 - Claim diary is set for Adjuster to review the file every 45 days. Once medical is completed, all bills are processed and paid, the claim will be closed.

On-site Investigations

- When deemed necessary, adjusters will conduct on-site investigations. We work closely with administration and gather information. During on-site investigations we will take pictures, statements, measurements, assess hazards, and can point out corrective actions.

Sub-contract

- Typical services that we will subcontract are surveillance, Vocational Rehab, and legal work.

Preferred Providers

- GSRS utilizes preferred providers in all areas pertaining to claims adjusting specifically to help reduce cost of the claims. We know that the claims can swing drastically based on the response of these providers and we have a good, open communication working relationship with the providers that we utilize.

VIII. SCOPES AND SERVICES

Electronic Claims Management System

- GSRS utilizes an online claims management system known as ClaimPilot. TPCG representative will receive training and their own login to this system where they can easily pull reports and check on all of their claims. The claims can be organized in this system in any way TPCG would like.
- **ClaimPilot-** Managing a claim through ClaimPilot is easy & intuitive. ClaimPilot offers custom built step-by-step workflow that is geared for speed and simplicity. Our automated process allows you to manage your claims more accurately and keeps you from missing a beat. ClaimPilot is available from any device with internet. We understand how important it is to share data across a system and between environments.
- ClaimPilot allows Gulf South to run reports in a multitude of ways. We understand that your school board has different costs systems and needs these reports broken down. We have the ability to break down claims by job position, location, and type of claim. We will set these cost centers up specific to your organization.

Communication

- We believe in constant open communication with the customer. Each adjuster has a direct line and all have great relationships with their risk management teams. Whether it be telephone or email, you can expect a quick response and open communication. The GSRS team will meet with TPCG on a quarterly basis to review claims.
- GSRS prides itself on the level of customer service we provide. Since our adjusters do complete adjuster activities outside of the office TPCG risk manager will be provided the cell phone number of their adjuster to facilitate faster response. On top of this all adjusters receive emails on their phones and will respond quickly to any inquiry.

Claims Audits

- GSRS will work closely with TPCG to complete independent claims audits of all claims to ensure the highest level of accuracy and effectiveness.

Internal Quality Control Program

- GSRS will detail a full quality control program in case of a catastrophe or other disaster. Currently, adjuster and other staff have the ability to work remotely and will continue to work for TPCG in case of such event.

File Creation

- Claims will be set up upon receipt of initial report of injury and initial reserves will be set. Initial reserves will be adequate to pay initial expenses with a claim but will be reevaluated as the facts of the claim are discovered.

VIII. SCOPES AND SERVICES

Diaries

- ClaimPilot utilizes an internet based diary system that is set up to provide reminders on different claims. Diaries will be set to what the claim dictates. Generally, claims are reviewed more often than 30 days.

Payments and Vouchers

- GSRS will ensure that all payments and vouchers will be made promptly in accordance with any and all regulations.

Review

- All medical bills are reviewed with the adjuster and claims manager at receipt. Only bills related to the claim will be approved. In a case where causality is debatable, we will consult with a medical provider of our choosing. Adjusters will look at the DOS , diagnostic and treatment codes on each bill to ensure that the treatment was approved.
- Adjusters will put Medical Only claims in their diary to ensure review every 45 days. Once medical is complete and all bills are paid, the claims will be closed.

Duplication of Claim Files

- GSRS will provide claim files of all claims reserved in excess of \$25,000, including reserve worksheets, diary notes, file payments log and all correspondence will be provided to TPCG upon request. ClaimPilot will allow the TPCG representative to access the file and download claims information at will.

Informative Statements from the Claimant and Witnesses

- All communication or attempted communication will be documented in the notes section of ClaimPilot. Upon receipt of the FROI, a claim will be set up. Once the claim is set up the first step is to attempt to make contact with the claimant. This initial contact will be recorded through our Uniti Fiber phone system and transcribed and will act as an initial statement. If the claimant wishes not to be recorded, we will take notes that will also be entered into the notes section of ClaimPilot. If we do not receive an answer, a diary will be set to try again and documented.

TTD Benefit Communication and Verification of Continuing Indemnity Payments.

- Claimants receiving TTD benefits will be communicated with on a regular basis. Before any indemnity payments are made we will make sure we have a monthly 1020. For active claims, communication will happen more often but at a minimum on a monthly basis. Our nurse case manager will write to medical providers often for clarification on work status and we will push to get claimants back into a light duty role if one is available. Medical reports are also received with every bill and if they are not, they will be requested. Every medical report is reviewed by adjusters and communicated with management.

VIII. SCOPES + SERVICES

Second Medical Opinions

- GSRS has preferred providers for SMOs in most medical fields and will be utilized to confirm diagnosis and treatment plans from other providers. In areas where we do not have a provider we will consult with trusted medical professionals we work with for guidance. In the TPCG region we have ample providers and resources that we have existing relationships with.

Subrogation

- GSRS adjusters will subrogate in all cases of third-party negligence. Adjusters will investigate all claims and determine fault. This will be part of the initial investigation of all claims.

Excess Carrier Claims Reporting

- GSRS will report to excess carriers based on the requirements of the excess carrier. Generally claims will be reported when they hit 50% of the SIR or if medical costs are projecting to hit over 50% of the SIR. Once reported we will update the excess carrier based on their schedule which is generally once a quarter. For serious claims such as a death, extensive burn, or other major medical where we know the claim will hit the SIR the claim will be reported immediately, depending on the severity.

Second Injury Fund Claims Investigation

- GSRS has both directly reported to the second injury fund and utilized a third party for these services. In the case of a third party for second injury fund claims, we utilize Reimbursement Consultants, Inc.

Settlement Authority.

- Proposed settlements will be reviewed and approved by TPCG risk management before a settlement offer is given.

COMPENSATION

- **Annual Flat Fee** schedule for adjusting TPCG's worker's compensation claims for the life of the contract between TPCG and GSRS.

\$36,000.00

- **Data conversion** cost to transfer existing claim data into ClaimPilot.
 - There will be no cost associated with the transfer of existing claim data as long as the data is in a generally accepted format.

\$0.00

- **Fee for taking over** all open existing worker's compensation claims and continued handling until conclusion and closure of each such claim.

\$0.00

- **Medical Cost containment fees** including repricing WC medical Bills, Percentage charges for net savings of negotiated bills, Indexing fees per claim and any other ancillary services related to TPCG Claims handling.

- Allocated Loss Expenses payable to Synergy Safety and Health/A subsidiary of Gulf South Risk Services:

- **Bill Review: \$1.60 per line fee, \$4.50 per bill fee, 10% of Savings**
- **Nurse Case Management - \$85.00 per hour**
- **Precertification & UR- \$85.00 per hour**
- **Fee for ISO**

CLAIMS AGREEMENT

WITNESSETH

WHEREAS, the Service Company operates a business known as **Gulf South Risk Services**, Claims Adjusters; and the Client, Terrebonne Parish Consolidated Government.

WHEREAS, Terrebonne Parish Consolidated Government desires to employ the Service Company as its claims adjuster to administer the Workers Compensation, Auto Liability, General Liability and Professional Liability claims for said coverages in all States where Client has operations and/or a claim or loss occurs.

NOW, THEREFORE, the Service Company and Terrebonne Parish Consolidated Government subject to the following terms, conditions, and limitations agree as follows:

ARTICLE I - TERM

The Service Company agrees to provide all services agreed to herein to Terrebonne Parish Consolidated Government in connection with claims occurring during the period commencing 11/1/22 and ending 10/31/23. This agreement shall automatically renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement ninety (90) days or more prior to the end of the initial term or any annual anniversary thereafter.

ARTICLE II - FEES

See EXHIBIT A on Page 16.

ARTICLE III - DEFINITIONS

A. The term "allocated Loss Adjustment Expense: as used herein shall mean:

1. medical examinations of claimants, including the reasonable and necessary transportation expenses of claimants.
2. fees to attorneys for claims in suit and for representation at hearings or pretrial conferences, and
3. fees to court reporters; and
4. all court costs, court fees and court expenses; and
5. pre- and post-judgment interest paid as a result of litigation; and
6. fees for service of process; and
7. costs of undercover operative and detective services; and
8. costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams; and
9. costs for employing experts for their advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought; and
10. costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of Terrebonne Parish Consolidated Government liability; and
11. costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings; and
12. costs for copies of any public records and/or medical records; and
13. costs of depositions and court reported statements; and
14. costs and expenses of subrogation when referred to outside attorneys; and
15. costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one time basis to resolve disputes; and
16. any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Terrebonne Parish Consolidated Government which must have the explicit prior approval of Terrebonne Parish Consolidated Government.

CLAIMS AGREEMENT

ARTICLE III – DEFINITIONS, continued.

- A. The term “allocated Loss Adjustment Expense: as used herein shall mean:
17. witness attendance fees
 18. appeal bonds
 19. automobile appraisals
 20. trial and hearing attendance fees
 21. reports from government agencies or branches
 22. credit bureau reports, claim searches and ISO reporting, CMS, Medicare Set Aside Allocation
 23. medical or vocational rehabilitation
 24. medical cost containment services – i.e. utilization review, pre-admission authorization, hospital bill audit, provider bill audit, pre-negotiated medical bills, and medical case management which includes the services of Synergy Safety and Health which is a subsidiary of Gulf South Risk Services, Inc.. Also included is the medical transportation of claimant to medical provider.
 25. Claims Adjusting fees for onsite claims investigation and adjustment at Time & Expense
- B. Allocated Loss Adjustment Expenses shall not include:
1. fees for attorneys who are employed by or on permanent retainer to Terrebonne Parish Consolidated Government, the Service Company or the Client unless approved in advance by Terrebonne Parish Consolidated Government; and
 2. any fee, cost or expense included for administration fees to include quarterly meetings, monthly loss runs, Online access, account administration and loss fund management.
- C. The term “Claims Adjusting Services” as used herein shall mean the furnishing by the Service Company to Terrebonne Parish Consolidated Government of the following services in compliance with the terms of the applicable insurance policy and the laws of the applicable state:
1. to establish a file with respect to each claim.
 2. to investigate all claims and to recommend the amount of loss reserve to be established with respect to each such claim.
 3. review all Client’s claims and loss reports for losses occurring during the term of this Agreement; and
 4. establish an incident or suspense file for any circumstance or event where no injury or property damage has been reported and/or is anticipated and/or being claimed; and
 5. conduct a detailed investigation of each qualified claim in accordance with industry-wide standards; and
 6. assure that each qualified claim file contains sufficient evidence and documentation in chronological order including copies of all paid drafts; to allow the adjuster to properly evaluate the merits of the qualified claim; such file must be readily available to Terrebonne Parish Consolidated Government and shall be provided to Terrebonne Parish Consolidated Government at its request; and
 7. provide periodic detailed narrative reports on the status of each qualified claim in excess of the reporting level or reportable in accordance with claims handling guidelines; and
 8. perform all administrative and clerical work in connection with qualified claims including the preparation of checks and/or drafts drawn on the loss fund established herein; and
 9. respond immediately to any inquiry, complaint or request received from an insurance department, other regulatory agency, client, claimant, agent, broker, or other interested party; and
 10. process each qualified claim in accordance with rules, regulation, restrictions and laws of each state or province involved, utilizing industry-wide standard forms where applicable; and
 11. review all medical bills and bills for other services, for each qualified claim for causal relationship to the injury or accident,
 12. monitor the treatment programs recommended for claimant by physicians, specialists and other health care providers by reviewing all reports prepared by them and performing all investigative activities as may be appropriate; and

CLAIMS AGREEMENT

ARTICLE III – DEFINITIONS, continued.

13. attend and handle where allowable by law or regulation informal hearings and/or pre-hearing conferences; and
14. prepare and maintain files necessary for a) defense of claims; b) other litigation (such as subrogation, contribution or indemnity); c) other proceedings; and d) the maintenance or control of activities and expenses; and
15. pursue all possibilities of subrogation, contribution or indemnity on behalf of client; and
16. adjust, resist and/or settle claims in accordance with authority levels granted; and
17. to select, direct counsel, supervise all litigation or other proceedings involving any claim and, where permitted, to attend any judicial or administrative hearing involving any claim.
18. pay all qualified claims and allocated loss adjustment expense timely, in accordance with the authority granted by Terrebonne Parish Consolidated Government said authority being \$_____.
19. to furnish to Insurer and/or its designees on a monthly basis, a “loss run” and a “loss fund activity report.” The term “loss run” means a computer generated listing of claims that have been posted to Service Company’s statistical claims system. The term “loss fund activity report” means a computer generated listing of accounting activity in the loss fund account during the preceding month that has been posted to Service Company’s system. These computer-generated listings will be provided to Insurer and/or its designees in hard copy. A maximum of one (1) copy of any single listing.

ARTICLE IV – SERVICE COMPANY

1. The Service Company agrees to provide Terrebonne Parish Consolidated Government adjusting services for the price agreed to in Article II hereof except allocated loss adjustment expense, which will be assumed by Terrebonne Parish Consolidated Government.
2. The Service Company warrants that it will manage the service provided hereunder in such a way and in such a manner as to insure that every adjuster, claims investigator, appraiser and/or employee used or subcontracted by the Service Company will adjust and/or investigate every claim or matter covered by this Agreement in accordance with this Agreement.
3. The Service Company will provide Terrebonne Parish Consolidated Government with Certificates of Insurance, Automobile Liability Insurance, Workers’ Compensation Insurance, Employee Dishonesty Bond and Errors and Omissions Insurance (Professional Liability Coverage) with sufficient limits satisfactory to Terrebonne Parish Consolidated Government.
4. Terrebonne Parish Consolidated Government acknowledges that the claims and/or losses will be paid with Terrebonne Parish Consolidated Government funds. Any check in excess of \$_____ will require a second signature for payment of all claims and losses.
5. The Service Company agrees to perform its services in compliance with GSRS’s claims handling guidelines and any amendments thereto.
6. The Service Company warrants that: a) it and its adjusters, claims investigators, subcontractors, or appraisers hold proper licenses; b) any service company, adjusting company, adjuster, claims investigator, or appraiser to which the Service Company subcontracts its responsibilities hereunder holds proper licenses for the work to be performed; c) it is resident in those states requiring residency in which it renders services hereunder. The Service Company agrees not to subcontract services required hereunder to others without the express written consent of Terrebonne Parish Consolidated Government.
8. The Service Company will notify TPCG within 24 hours after discovery of any breach or loss of security of its computerized data system and will provide TPCG with the names of employees whose identity has been breached.
9. To indemnify, defend and hold harmless TPCG from any claim, demand, action, damage, cost and/or expense that the Service Company may be subjected as a consequence of or as a result of any error, omission, tort, intentional act, willful misconduct or any act of negligence on the part of the Service Company and/or its employees, contractors, or subcontractors.

CLAIMS AGREEMENT

ARTICLE V – TERREBONNE PARISH CONSOLIDATED GOVERNMENT AGREES AS FOLLOWS

1. To pay to the Service Company the fees prescribed in Article II, report all claims, incidents, or potential claims in a timely manner.
2. To pay to the Service Company in addition to the claim service fees prescribed in Article II, for all claims service and for all claims and/or losses previously handled or attempted to be handled by any person, firm or corporation or Terrebonne Parish Consolidated Government before being assigned to the Service Company.
3. To pay all allocated loss adjustment expense defined in Article III and the claim service fee described in Article II. Provide adequate funds to pay all claims and expenses in a timely manner.
4. To indemnify, defend and hold harmless the Service Company from any claim, demand, action, damage, cost and/or expense that the Service Company may be subjected as a consequence of or as a result of any error, omission, tort, intentional act, willful misconduct or any act of negligence on the part of TPCG and/or its employees, contractors, or subcontractors.

ARTICLE VI – TERMINATION

- A. This agreement covers the period stated in Article I. Any continuation or renewal of this Agreement shall be the subject of further negotiation between Terrebonne Parish Consolidated Government and the Service Company. If this Agreement is terminated or not renewed Terrebonne Parish Consolidated Government shall exercise one of the following options:
1. Terrebonne Parish Consolidated Government may require the Service Company to conclude the handling of all claims occurring during the term of this Agreement whether reported before or after the term of this Agreement subject, however, to the terms, conditions and limitation of this agreement; or
 2. Terrebonne Parish Consolidated Government may require the Service Company to return all open files. This agreement may be terminated by either Terrebonne Parish Consolidated Government or the Service Company with or without cause and for any reason whatsoever upon Ninety (90) days prior written notice or may be extended for an additional ninety (90) days.
 3. The Service Company shall return to Terrebonne Parish Consolidated Government the funds held in escrow account (pursuant to Article IV) at the termination of expiration of this Agreement, or when the Service Company concludes the handling of all claims covered hereunder, whichever is later.
 4. Files are the property of the Terrebonne Parish Consolidated Government. Upon termination of this agreement, Gulf South Risk Services, Inc. will return to the Terrebonne Parish Consolidated Government one (1) electronic copy of all claims and financial data in a normally accepted format.

ARTICLE VII – CONTROLLING LAW

It is hereby agreed that this Agreement shall be interpreted and construed in accordance with the laws of the State of Louisiana and proper venue for any action shall be Louisiana.

ARTICLE VIII – SUBSEQUENT AGREEMENTS TO BE IN WRITING

The provisions set out herein constitute the whole and entire agreement between Terrebonne Parish Consolidated Government and the Service Company and may be altered only by mutual agreement, reduced to writing and executed by authorized representatives of Terrebonne Parish Consolidated Government and the Service Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in _____, Louisiana, this _____ day of _____, 2022.

Terrebonne Parish Consolidated Government

GULF SOUTH RISK SERVICES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: 250 Barrow St. Houma LA 70360

EXHIBIT A – FEE SCHEDULE

CLAIMS ADMINISTRATION PROPOSAL – Terrebonne Parish Consolidated Government FOR Workers Compensation and Liability Claims (5/01/2022-4/30/2025)

ITEM	COST
Annual Administration Services Workers Compensation TOTAL Administration Services Includes: <ul style="list-style-type: none"> Quarterly Meetings Monthly Loss Runs Online Access Account Administration Loss Fund Management Filing Annual reports, monthly reporting to excess carrier 	\$36,000.00
On-site Investigation Nurse Case Management Litigation Open Claims (in excess of 2 yrs.) Mileage	\$78/hr \$85/hr Included Included No Charge
Added Fees: Data Conversion Existing Claims Assumption Fee Loss Control Second Injury Fund & Recovery Subrogation BI Indexing	 \$ 0.00 \$ 0.00 \$75/hr 15% of Recovery 15% of Recovery \$30/per filing
Bill Review: Computerized Bill Review Medical Bill Review Large Case Bill Review	 \$1.60 per line fee, \$4.50/bill 10% of savings 10% of savings
Rate Guarantee	3 years



Monday, October 24, 2022

Item Title:

Renewal of Contract for Professional Consultant Services with Sigma Consulting Corporation for 2023

Item Summary:

RESOLUTION: Accepting the recommendation of the Parish Administration and the Risk Management Department to renew the Contract with Sigma Consulting Corporation for Professional Consulting Services and Actuarial Study for 2023.

ATTACHMENTS:

Description	Upload Date	Type
Request for Renewal of Sigma Consulting Contract for 2023	10/17/2022	Executive Summary
2023 Resolution to accept the recommendation of Administration and Risk Mgmt Dept to Renew Contract with Sigma Consulting	10/17/2022	Resolution
Engagement for Professional Services between TPCG and Sigma Consulting Corp 2023	10/17/2022	Backup Material



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Request for Renewal of Sigma Consulting Corporation contract for 2023 with the option to renew the contract for two (2) successive one (1) year terms.

PROJECT SUMMARY (200 WORDS OR LESS)
Presentation of Sigma Consulting Corporation Contract for renewal of Contract between TPCG and Sigma Consulting Corporation for one year beginning January 1, 2023, to December 31, 2023, with the option to renew the contract for two (2) successive one (1) year terms.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
It is the recommendation of Administration and the Risk Management Department that the attached Contract for Risk Management Consulting and Actuarial Services be approved for a one year period beginning January 1, 2023, thru December 31, 2023, with the option to renew the contract for an additional two (2) one (1) year terms beginning January 1, 2024, thru December 31, 2024, and January 1, 2025, thru December 31, 2025.

TOTAL EXPENDITURE
Sigma Consulting Corporation Risk Management Services...Estimated yearly cost of \$12,000.00 Sigma Consulting Corporation Actuarial.....\$17,500.00 ***2023 Sigma Consulting Corporation Actuarial.....\$17,750.00 ***2024 Sigma Consulting Corporation Actuarial.....\$18,000.00 ***2025 TOTAL COST.....\$29,500.00***2023 Consulting & Actuarial; \$29,750.00***2024 Consulting & Actuarial; \$30,000.00***2025 Consulting & Actuarial The above actuarial fee schedule is contingent upon receipt of loss data in acceptable Excel usage format; if loss data is provided in paper format, an additional hourly rate of \$150 will be charged for loss data conversion/analysis

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

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



Signature

October 17, 2022

Date

RESOLUTION NO:

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Property and Casualty Insurance coverage through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department would like to recommend the renewal of Contract for services of professional consultants with Sigma Consulting Corporation for a period of one year at the approximate cost of \$12,000.00 for the first year for Property/Casualty lines of coverage as well as actuarial services for a period of one year in the amount of \$17,500.00 for a total of \$28,500.00 for 2023; with the option to renew for two (2) successive one (1) year terms at the approximate cost of \$12,000.00 per year for Property/Casualty and \$17,750.00 for Actuarial services for a total of \$29,750.00 for 2024; and the approximate cost of \$12,000.00 per year as well as actuarial services of \$18,000.00 for a total of \$30,000.00 for 2025; the above actuarial fee schedule is contingent upon receipt of loss data in acceptable Excel usage format; if loss data is provided in paper format, an additional hourly rate of \$150.00 will be charged for loss data conversion/analysis; and

WHEREAS, such services would begin January 1, 2023, and end on December 31, 2023 with the option to renew for the two (2) successive one (1) year terms at which time services would begin on January 1, 2024 and end on December 31, 2024 and January 1, 2025 to December 31, 2025; and

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) has determined that the terms of this service will serve a public purpose and have a public benefit commensurate with the cost.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Policy, Procedure and Legal Committee), on behalf of Terrebonne Parish Consolidated Government the Parish President, Mr. Gordon Dove, is hereby authorized to negotiate and to execute all documents necessary to affect a viable contract for consulting services between TPCG and Sigma Consulting Corporation.

PARISH OF TERREBONNE

STATE OF LOUISIANA

ENGAGEMENT FOR PROFESSIONAL SERVICES

BE IT KNOWN that this agreement is entered into by and between **Terrebonne Parish Consolidated Government**, a political subdivision of the state of Louisiana, with a mailing address of P.O. Box 2768, Houma, Louisiana 70361, represented herein by its duly authorized Parish President, by virtue of his authority under the Terrebonne Parish Charter (hereinafter referred to as "**CLIENT**"); and **Sigma Consulting Corp.** a Louisiana corporation with a mailing address of 3945 N. I-10 Service Road West, Suite 200, Metairie, Louisiana 70002, represented herein by C. Todd Thomas, its duly authorized Director by virtue of attached Corporate Resolution (hereinafter known as "**CONSULTANT**").

I. SCOPE OF SERVICES

Section 1. Scope of Services to be provided by **CONSULTANT**. Services as set forth in this Article (collectively, the "Services"):

A. Annual **GASB Statement No. 10** Study, to include:

- Evaluation of estimated required reserves for automobile liability, general liability, utility general liability, workers' compensation, employment practices liability and public officials liability;
- Preparation of a cash-flow schedule and net present value analysis of the expected payments;
- Completion of a confidence level analysis for claims expected to occur; and,
- Project net (retained) losses expected to occur for the projected fiscal year.

Upon request from the **CLIENT**, other Risk Management and Employee Benefit Consulting Services include but are not limited to:

B. **Risk Management** consulting services:

- Review **CLIENT**'s current property, casualty, and flood insurance and make recommendations regarding necessary changes including:
 - Review current policies, insurance coverage terms, and **CLIENT**'s exposures;
 - Conduct a review and analysis of **CLIENT**'s historical loss data inclusive of optimal deductible / retention program calculations;
- With **CLIENT**, formulate timeline and deadlines for insurance renewal proposal process including develop a calendar of events for managing competitive quotes;
- Analysis of the quotations received with recommendations on selection including presentation to Administration and the Parish Council;
- Review property and casualty binders to verify conformity to quotations;
- Review property and casualty program policies when received to verify conformity to quotations;
- Provide assistance with insurance problems that might arise during the Agreement period including:
 - Representation at **CLIENT** meetings;
 - **CONSULTANT** availability for frequent conversations via telephone or in person with **CLIENT**;

- Assist in the preparation of insurance applications;
- Review of contracts and leases for risk management and insurance purposes;

C. FEMA Public Assistance and Obtain and Maintain Obligation Projects: upon request, these services may include:

- Stafford Act Insurance Commissioner's Certification (ICC) Application: prepare and review submissions for qualified disaster; this does not include any ongoing review for compliance with possible obtain and maintain obligations.
- FEMA Obtain and Maintain Insurance Obligation Compliance Review: upon request, review **CLIENT**'s FEMA public assistance project worksheets for stated obtain and maintain insurance requirements and confirm if the **CLIENT** is currently in compliance with said obligations.
- Assist **CLIENT** in drafting appeals to FEMA, as warranted, for denials of public assistance funding related to the **CLIENT**'s ICC, obtain and maintain obligations, or other **CLIENT** concern;

D. Request for Proposal (RFP) and Statement of Qualifications (SOQ) Administration: **CONSULTANT** will work with the **CLIENT** to develop timelines and specifications related to the **CLIENT**'s desired RFP & SOQ process. Services to include:

- RFP & SOQ Document Development;
- RFP & SOQ Process Administration;
- RFP & SOQ Response Evaluation and Selection Assistance;
- Vendor Contract Negotiation and Draft;

E. Building Replacement Cost Valuations for insurance purposes;

F. Employee Benefits Consulting Services;

- Audit employee benefits program;
- Rate Making/Pricing
- Reinsurance analysis and marketing
- Employee benefits analysis;
- Managed care evaluation;
- Employee benefits compliance services;
- Retirement plans consulting;
- Deferred compensation consulting;
- Cafeteria plan consulting;
- Consumer driven health plan consulting;
- Voluntary product evaluations; and
- Benefits bid specifications preparation.

G. GASB 75 Reporting for Postemployment Benefits Other Than Pension Plans

CLIENT agrees that **CONSULTANT**'s services are not intended to be legal advice and are not a substitute for the assistance of a licensed attorney. **CONSULTANT** provides business management advice and recommendations in the areas of Insurance, Risk Management, Benefits and Human Resources. Individuals and entities should consult with competent, independent, legal counsel in the relevant jurisdiction on legal issues. **CONSULTANT** does not provide any insurance product placement.

Section 2. Services to be Performed by **CLIENT**. **CLIENT** shall perform each of the requested services as set forth in this Article:

- Provide administration of the Agreement in a timely manner;
- Provide access to all personnel and records deemed necessary for the performance of the Services by **CONSULTANT** in a timely manner; and,
- Provide all information in the **CLIENT**'s possession and/or control requested by **CONSULTANT** in the performance of the Services in a timely manner.

II. TERM

This contract for professional services shall be effective commencing January 1, 2023 and ending December 31, 2023, regardless of the date(s) of execution. The parties may, upon their joint agreement, renew this contract for two (2) successive one (1) year terms.

III. PROFESSIONAL FEES

- A. **CONSULTANT** will invoice **CLIENT** annually for **GASB Statement No. 10** actuarial services upon completion of the actuarial analysis project using the following report schedule:

- 1st Year: \$17,500.00
- 2nd Year: \$17,750.00
- 3rd Year: \$18,000.00

The above actuarial fee schedule is contingent upon receipt of loss data in acceptable Excel usage format. If loss data is provided in paper format, an additional hourly rate of \$150.00 will be charged for loss data conversion/analysis.

- B. **CONSULTANT** will invoice **CLIENT** hourly for services other than the GASB Statement No. 10 Report. **CONSULTANT**'s hourly rates for studies, tasks, or reports as requested and as fall within Services outlined above in the Scope of Services above are as follows and will be billed monthly to **CLIENT**.

Consultant Position	Hourly Rate
Engagement Manager	\$255
Actuary	\$TBD*
Senior Consultant	\$185
Consultant/Specialist	\$140
Assoc. Consultant/Analyst	\$115
Technical Admin.	\$85

*This Rate does not include actuarial services. Actuarial service quotes and/or special project fees are available upon request. Any Rate change for a Consulting Actuary will be approved in writing by the **CLIENT** to the **CONSULTANT** prior to the commencement of the requested Service.

Some Projects or Actuarial Reporting may be negotiated and billed at a flat project rate depending upon the final project scope and resources needed, subject to additional written mutual agreement between the **CLIENT** and the **CONSULTANT**.

- C. **CONSULTANT** reserves the right to petition **CLIENT** for change orders to this contract, including, but not limited to, changes in compensation, based upon any change in the scope of this contract as outlined in the Scope of Services, Section I, above.
- D. Expenses for mileage, airfare, travel, parking fees are extra and will be billed as incurred each month. Monthly billings may also include all expenses related to production, graphic design, printing or shipping costs associated with special project reporting tasks or public adjusting services relative to this Agreement.
- E. **CONSULTANT** will invoice at the end of each month after services have been provided. Hours will be tracked chronologically by the date of service. **CONSULTANT**'s invoice will list the time expended for all actual work performed by date and hours, down to the quarter of an hour, with specific reference to the nature of the work performed. **CLIENT** agrees to remit to **CONSULTANT** on net 30-day terms payment of all invoices or any non-contested portion thereof.

- F. Billing Disputes: **CLIENT** shall have 180 days upon receipt of any billing by **CONSULTANT** to dispute any bill or portion of a bill submitted. Should **CLIENT** fail to dispute a billing within this prescribed period of time, the billing shall be presumed correct.
- G. Method of Notification of Disputed Billings: **CLIENT** shall immediately notify **CONSULTANT** by electronic mail (e-mail) addressed to Todd Thomas, tthomas@sigmacorp.net. The communication shall reference **CONSULTANT** project number, if any, and invoice number and invoice date. **CLIENT** shall also state the amount of the bill that is being disputed and the amount that is not in dispute. **CLIENT** shall immediately pay to **CONSULTANT** the amount not in dispute.

IV. TERMINATION

- A. Either party shall have the right to cancel this contract, at any time, with or without cause, by giving the other party sixty (60) days written notice forwarded to their respective address first listed herein by certified U.S. mail.
- B. In the event that this contract is canceled or terminated, **CONSULTANT** will be compensated for all work in progress and/or all work which has been completed but not yet invoiced to **CLIENT**, subject to **CLIENT**'s review and approval of same.
- C. In the event this Agreement is terminated for any reason, whatsoever, the parties' obligations of indemnification, confidentiality, audit, and insurance as necessary to preserve coverage for occurrences, shall survive termination.

V. INDEMNIFICATION

- A. To the fullest extent permitted by law, **CONSULTANT** shall defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of **CONSULTANT**, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, **CONSULTANT** 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.
- B. To the fullest extent permitted by law, **CLIENT** shall hold harmless **CONSULTANT** from and against any and all claims, damages, liabilities, costs, losses, expenses, suits, and judgments, including but not limited to attorneys' fees, arising out of or resulting from **CLIENT**'s rights and obligations identified within this contract and to have been committed or alleged to have been committed during the contract term, provided that such claim, damage, liability, cost, loss, expense, suit or judgment is caused in whole by negligent acts or omissions of **CLIENT**.
- C. In the event of joint and concurrent negligence of both **CONSULTANT** and **CLIENT**, 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.

VI. LIMITATION OF LIABILITY

Except for breach of either party's intellectual property and confidentiality obligations hereunder, in no event shall either party's aggregate liability exceed the greater of either two-times the amounts actually paid to **CONSULTANT** in the twelve (12) month period immediately preceding the event giving rise to such claim or the maximum amount of insurance maintained by the party as required by this Agreement. To the extent that any claims arise from breach of either party's intellectual property or confidentiality obligations, in no event shall the liable party's aggregate liability hereunder exceed One Million Dollars (\$1,000,000.00).

VII. INSURANCE REQUIREMENTS

At its costs, **CONSULTANT** shall procure and maintain for the duration of this Agreement insurance coverage against claims for damages to persons or damages to property which may arise from or in connection with the performance or nonperformance of the services provided hereunder by **CONSULTANT**, its subcontractors agents, representatives, employees or assigns in conformity with the terms, conditions, and requirements noted below.

A. Minimum Limits of Insurance. **CONSULTANT** shall maintain limits no less than:

- Professional Liability Coverage (E & O): The limits of this coverage shall be a minimum of \$1,000,000.00 per loss; \$1,000,000 Aggregate. This requirement shall extend to all professional subcontractors employed by **CONSULTANT**. **CONSULTANT** shall provide certification of such insurance and a copy of the policy upon request.
- Commercial General Liability, including contractual coverage, in the minimum amount of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. Utilize the latest Insurance Services Office form covering Commercial General Liability. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. Utilize the latest Insurance Services Office form covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this Agreement, and **CONSULTANT** does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- Workers' Compensation limits as required by the Labor Code of the State in which **CONSULTANT** will conduct operations for services rendered in this Agreement and Employer's Liability coverage.

B. Deductibles and Self-Insured Retentions. **CONSULTANT** shall declare to **CLIENT** any deductibles or self-insured retention, and at the option of **CLIENT**, either.

C. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI and licensed to do business in Louisiana. This requirement will be waived for workers' compensation coverage only for those whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

D. Verification of Coverage. **CONSULTANT** shall furnish **CLIENT** with certificates of insurance of its insurance policies affecting coverage required. **CLIENT** reserves the right to require complete, certified copies of all required insurance policies at any time.

E. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- TPCG, its officers, officials, employees, Boards and Commissions and volunteers

are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers.

- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and Commissions or volunteers.
 - Workers' Compensation and Employer's Liability Coverage – CONSULTANT shall waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for TPCG.
- F. Subcontractors. CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

VIII. CONFIDENTIALITY OF RECORDS

- A. All information provided in the course of the professional relationship between **CLIENT** and **CONSULTANT** will be confidential and used only in connection with **CONSULTANT**'s performance of the Services for **CLIENT**. Any information **CLIENT** provides to **CONSULTANT** will remain **CLIENT**'s property and will be returned to **CLIENT** upon request. Notwithstanding the foregoing, **CONSULTANT** has the right to retain copies of such records to the extent required in the ordinary course of business or by law. Any work product **CONSULTANT** produces for **CLIENT** shall become **CLIENT**'s property.
- B. To the extent required by the federal regulation promulgated pursuant to the Health Insurance Portability and Accountability Act, Public Law No. 104-191 (HIPAA), as such regulations may be amended and interpreted from time to time, **CONSULTANT** does hereby assure **CLIENT** that it will appropriately safeguard individually identifiable protected health information (PHI) made available to or obtained by **CONSULTANT** pursuant to this Contract for Professional Services. Without limiting the obligation of **CONSULTANT** otherwise set forth in this Contract or imposed by applicable law, **CONSULTANT** agrees to comply with applicable requirements of law relating to this Contract and with respect to any task or other activity **CONSULTANT** performs on behalf of **CLIENT**, specifically **CONSULTANT** shall:
- 1) Not use or further disclose information other than as permitted or required by this Contract or as required by law;
 - 2) Use appropriate safeguards to prevent the use or disclosure of information other than as provided for in the Contract;
 - 3) Report to **CLIENT** any use or disclosure of information not provided for by this Contract of which **CONSULTANT** becomes aware;
 - 4) Ensure that any subcontractors or agents to whom **CONSULTANT** provides information agree to the same restrictions and conditions that apply to **CONSULTANT** with respect to PHI or other confidential information;
 - 5) Make available information in accordance with applicable law; and
 - 6) Report to **CLIENT** any and all security incidents of which **CONSULTANT** becomes aware.

IX. MISCELLANEOUS

- A. CONSULTANT shall perform all Services required to be performed under this Agreement by experienced and qualified personnel in good faith, with diligence and care, and in a professional manner.
- B. **CONSULTANT** hereby agrees that the responsibility for payment of taxes for the funds received under this agreement shall be **CONSULTANT**'s obligation.

- C. **CLIENT** may review and/or audit all records of **CONSULTANT**, which relate to this Agreement.
- D. Non Appropriation. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by **CLIENT** in any fiscal year covered by this agreement, this agreement may be terminated by the **CLIENT** giving notice to **CONSULTANT** of such facts and the **CLIENT**'s intention to terminate its financial obligation.
- E. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by either party, either voluntarily or involuntarily or by any process of law, and shall not be or come under the control of creditors or trustee(s) without the express prior written consent of the other party. In the event of any assignment, the assignee shall assume the liability with the assignor who shall continue to remain liable for the faithful performance of the Agreement.
- F. Financial Disclosure and Audit. **CONSULTANT** acknowledges that **CLIENT** is a political subdivision of the state of Louisiana, and is subject disclosure and audit as provided by law. Therefore, to the extent applicable by law, each recipient of this Agreement shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives. The terms used in this paragraph shall assume the meaning assigned by the applicable statutes.
- G. It is also 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 **CONSULTANT** which relate to this Agreement, upon request.
- H. **CONSULTANT** and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of three (3) years after the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- I. The failure of either party to enforce any or all of the terms or conditions of this Agreement in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this Agreement.
- J. This Agreement shall be governed by the laws of the state of Louisiana. 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.
- K. 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.
- L. If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.
- M. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

X. ACCEPTANCE

A. SIGMA CONSULTING CORP

THUS done and signed on this ____ day of _____ 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of _____, Parish/County of _____, State of _____ after a thorough reading of the whole.

WITNESSES:

X: _____
BY: C. TODD THOMAS, CHIEF CONSULTANT
AND DULY AUTHORIZED REPRESENTATIVE

NOTARY PUBLIC

B. TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

THUS done and signed on this ____ day of _____ 2022 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, Terrebonne Parish, Louisiana after a thorough reading of the whole.

WITNESSES: TPCG:

X: _____
BY: GORDON E. DOVE, PARISH PRESIDENT

NOTARY PUBLIC



Monday, October 24, 2022

Item Title:

Noble Public Adjusting Group for Hurricane Ida Property Damages

Item Summary:

RESOLUTION: Approving Parish President Gordon E. Dove to sign an agreement between TPCG and Noble Public Adjusting Group for Hurricane Ida Property Damages.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/18/2022	Executive Summary
Resolution	10/19/2022	Resolution
Letter	10/18/2022	Backup Material
Revised Letter 10-24-22	10/24/2022	Cover Memo



EXECUTIVE SUMMARY

PROJECT TITLE

Noble Public Adjusting Group for Hurricane Ida Property Damages

PROJECT SUMMARY (200 WORDS OR LESS)

Authorize the Parish President Gordon Dove to Execute a Non-Exclusive Agreement between TPCG and Noble Public Adjusting Group relating to property owned by TPCG.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The agreement related to multiple claims that occurred on August 29, 2021 caused by Hurricane Ida and is insured by multiple insurers.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Manager

Date

10/18/22

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT’S EXECUTION
OF AN AGREEMENT WITH NOBLE PUBLIC ADJUSTING GROUP FOR
ASSISTANCE REGARDING INSURANCE CLAIMS

WHEREAS, TPCG wishes to contract with Noble Public Adjusting Group to act as the adjuster, act as expert, act as estimator, review insurance policies, and make recommendations on behalf of TPCG and work with TPCG on claims for damage caused by Hurricane Ida; and

WHEREAS, Noble will inspect the damaged properties, take photographs, and otherwise document the losses, as well as produce a good faith, accurate estimate of the damages based on the inspection and expert reports; and

WHEREAS, pursuant to the Terrebonne Parish Code of Ordinances Sec. 2-109, a resolution is needed for TPCG to enter into agreement with Noble Public Adjusting Group.

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President to sign the attached Agreement on behalf of the Terrebonne Parish Consolidated Government.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chair declared the resolution adopted on this, the ____ day of _____, 2022.

* * * * *

I, Tammy Triggs, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ Committee on _____, 2022 and subsequently ratified by the Terrebonne Parish Council in Regular Session on _____, 2022 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____TH
DAY OF _____, 2022.

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Noble Public Adjusting Group

107 Amar Pl. Suite 103
Panama City Beach, FL 32413
(850)249-6972

Below a non exclusive agreement with Noble Public Adjusting Group, LLC's ("Noble") Letter of Representation with Terrebonne Parish Consolidated Government, (TPCG), relating to property owned by TPCG ("Insured"), dated _____.

THIS AGREEMENT is between TPCG and Noble Public Adjusting Group ("Noble"), relating to property owned Insured.

This agreement related to a claim that occurred on August 29, 2021 and is insured by multiple insurers ("Insurance Company"). Attached is a summary.

1. Noble agrees to act as the adjuster, act as expert, act as estimator, review insurance policies, and make recommendations on behalf of the TPCG and work with TPCG attorney and other professional on claims. Noble will inspect the property, take photographs, and otherwise document the losses, as well as produce a good faith, accurate estimate of the damages based on the inspection and expert reports. Noble may engage experts as necessary subject to TPCG approval.
2. TPCG agrees to pay Noble's hourly rate of \$250/hr. This includes compensation, travel, lodging for the estimator and any expenses for the estimating process (such as access/lift equipment, temporary protection removal and replacement, meeting rooms, etc.). Noble does not make any warranties or guarantees of any kind regarding the estimate outcome.
3. Payment to Noble shall be due and payable in full by the Insured within 30 days of submission of invoice.
4. There are no oral or written representations, promises, agreements, or arrangements between the parties, other than those set forth in this agreement.
5. Noble or Hebert & Marceaux, LLC may terminate this agreement with or without cause at any time.

Noble Public Adjusting Group
By its Authorized Representative

Signature

Today's Date

Terrebonne Parish
Consolidated Government

Noble Public Adjusting Group

107 Amar Pl. Suite 103
Panama City Beach, FL 32413
(850)249-6972

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5. Noble or Hebert & Marceaux, LLC may terminate this agreement with or without cause at any time.

Noble Public Adjusting Group
By its Authorized Representative

Signature

Today's Date

Terrebonne Parish
Consolidated Government

Revised
PPL # 8
rec'd on 10-24-22 @ 2:03