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## TERREBONNE PARISH COUNCIL

### PUBLIC SERVICES COMMITTEE

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

December 13, 2021  
5:30 PM

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

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**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located **on 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. Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information.
2. Discussion regarding natural gas supply issues during Hurricane Ida and possible solutions.
3. **RESOLUTION:** Ratifying the appointment of the engineering firm of Royal Engineers & Consultants, LLC to provide engineering services for the Hurricane Ida Restoration Projects and authorizing the execution of an engineering agreement for these services.
4. **RESOLUTION:** Authorizing Parish President Gordon E. Dove to execute a Right-of-Use Agreement

between Terrebonne Parish Consolidated Government and Sheila Deroche and Dwayne Deroche for the property that bears a municipal address of 5714 Highway 56, Chauvin, Louisiana 70344.

5. **RESOLUTION:** Concurring with the Parish Administration to award the Request for Proposal (RFP) # 21-PARKS-61 Service Contract Mowing and Maintenance for the Parks and Grounds to N.E.A.T., Landscaping and Contractor Service, LLC.
6. Adjourn

Category Number:  
Item Number:



Monday, December 13, 2021

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, December 13, 2021

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Category Number:  
Item Number: 1.



Monday, December 13, 2021

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**Item Title:**

COVID-19 Update and Other Pertinent Public Information

**Item Summary:**

Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information.

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**ATTACHMENTS:**

**Description**

Executive Summary

**Upload Date**

11/3/2021

**Type**

Cover Memo



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
COVID 19 update

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and update from the Office of Homeland Security & Emergency Preparedness relative to COVID-19 and any other pertinent public information.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

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

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

<i>John Navy</i>	<i>ALL COMMITTEE MEETINGS</i>
_____	_____
Signature	Date



Monday, December 13, 2021

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**Item Title:**

Natural Gas Supply Issues

**Item Summary:**

Discussion regarding natural gas supply issues during Hurricane Ida and possible solutions.

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**ATTACHMENTS:**

**Description**

Executive Summary

**Upload Date**

11/9/2021

**Type**

Executive Summary



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
DISCUSSION: Natural Gas Supply Issues and Solutions

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion regarding natural gas supply issues during Hurricane Ida and possible solutions.

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

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

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

<i>Darrin W. Guidry, Sr.</i>	<i>11/08/2021</i>
_____	_____
Signature	Date





Monday, December 13, 2021

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**Item Title:**

Appointment of Royal Engineers for IDA Restoration Projects

**Item Summary:**

**RESOLUTION:** Ratifying the appointment of the engineering firm of Royal Engineers & Consultants, LLC to provide engineering services for the Hurricane Ida Restoration Projects and authorizing the execution of an engineering agreement for these services.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	12/3/2021	Executive Summary
Resolution	12/3/2021	Resolution



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Hurricane Ida Restoration Projects

PROJECT SUMMARY (200 WORDS OR LESS)
To provide engineering services for TPCG damaged facilities and provide for the restoration of these projects caused by Hurricane Ida.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this resolution is to appoint the engineering firm Royal Engineers & Consultants, LLC, which has been selected through the Request for Qualifications process, to provide required services for the Hurricane Ida Restoration Projects.

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

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

Jeanne P. Bray

12/3/2021

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution ratifying the appointment of the engineering firm of Royal Engineers & Consultants, LLC, to provide engineering services for the **Hurricane Ida Restoration Projects**; and authorizing execution of an engineering agreement for these services.

**WHEREAS**, Hurricane Ida occurred on August 29<sup>th</sup>, 2021 and was classified as a Category 4 Hurricane, and

**WHEREAS**, Hurricane Ida caused substantial damage to Terrebonne and surrounding Parishes of South Louisiana, and

**WHEREAS**, the Terrebonne Parish Consolidated Government wishes to select a firm to provide professional services for Project Administration, Project Management, and Financial Services for the development and implementation of Hurricane Restoration Project for TPCG Facilities damaged during Hurricane Ida, and

**WHEREAS**, the engineering firm of Royal Engineers & Consultants, LLC, has been selected through the Request for Qualifications process to provide the required services for the Hurricane Ida Restoration Projects; and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council does hereby ratify the appointment of the engineering firm of Royal Engineers & Consultants, LLC, by Terrebonne Parish President Gordon E. Dove for professional engineering services for the Hurricane Ida Restoration Projects; and

**BE IT FURTHER RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an engineering agreement with the engineering firm of Royal Engineers & Consultants, LLC by Terrebonne Parish President Gordon E. Dove, the Hurricane Ida Restoration Projects.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\* \* \* \* \*

I, SUZETTE THOMAS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

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SUZETTE THOMAS, CLERK  
TERREBONNE PARISH COUNCIL



Monday, December 13, 2021

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**Item Title:**

Right of Use Agreement between TPCG and Sheila & Dwayne Deroche

**Item Summary:**

**RESOLUTION:** Authorizing Parish President Gordon E. Dove to execute a Right-of-Use Agreement between Terrebonne Parish Consolidated Government and Sheila Deroche and Dwayne Deroche for the property that bears a municipal address of 5714 Highway 56, Chauvin, Louisiana 70344.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	12/9/2021	Executive Summary
Resolution	12/9/2021	Resolution
CEA between TPCG and Deroche	12/9/2021	Backup Material



## EXECUTIVE SUMMARY


PROJECT TITLE
Right of Use Agreement between TPCG and Sheila & Dwayne Deroche

PROJECT SUMMARY (200 WORDS OR LESS)
Cooperative Endeavor Agreement for Right of Use between Terrebonne Parish Consolidated Government and Sheila Deroche and Dwayne Deroche

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA Requirements and the Users desire to maintain the property and uphold the FEMA requirements in exchange for the right of use of the property

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

OFFERED BY:

SECONDED BY:

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

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RIGHT OF USE AGREEMENT FOR BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND SHEILA DEROCHE AND DWAYNE DEROCHE FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 5714 HIGHWAY 56, CHAUVIN, LOUISIANA 70344

WHEREAS, the Terrebonne Parish Consolidated Government and Sheila and Dwayne Deroche, desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute a Right of Use Agreement for the period set forth in the agreement.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the \_\_\_\_ day of \_\_\_\_\_, 2021.

\* \* \* \* \*

I, Suzette Thomas, 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 Budget and Finance Committee on the \_\_\_\_ day of \_\_\_\_\_, 2021 and subsequently ratified by the Terrebonne Parish Council in Regular Session on the \_\_\_\_ day of \_\_\_\_\_, 2021 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_<sup>TH</sup> DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
SUZETTE THOMAS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT  
FOR RIGHT OF USE  
BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
SHEILA DEROCHE AND DWAYNE DEROCHE**

\*\*\*\*\*

**BE IT KNOWN**, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

**I. PARTIES**

- 1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Resolution Number \_\_\_\_\_;
- 1.2 SHEILA P. DEROCHE**, (SSN XXX-XX-3300) (DOB 3/13/1967), a person of full age of majority, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 5712 Highway 56, Houma, La 70363, married but once to Dwayne P. Deroche.
- 1.3 DWAYNE P. DEROCHE**, (SSN XXXX-XX-4587) (DOB 7/13/1964) a person of full age of majority, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 5712 Highway 56, Houma, La 70363, married but once to Sheila P. Deroche. (hereinafter referred to as “USERS”);

(hereinafter known and designated as USERS, and a person of the masculine gender, whether one or more);

**II. PREAMBLES**

- 2.1 WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and
- 2.2 WHEREAS**, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS**, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS**, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS**, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS**, USERS desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS**, TPCG and USERS believe that entering into this agreement will serve a

public purpose and have a public benefit commensurate with the cost; and

2.8 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and USERS respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USERS for the following property, which shall also be known as the “Property” or “Premises,” situated in the Parish of Terrebonne, State of Louisiana:

2.8.1. A certain lot or parcel of ground situated in the Parish of Terrebonne, Louisiana, at about 18 miles below the City of Houma, in Lot or Section 12, T19S, R18E, lying at a distance of One Hundred Ten (110') feet back or westerly from the Public Road or Highway which runs along the right descending bank of Bayou Little Caillou, which lot or parcel of ground herein conveyed lies at the lower line of the property of vendor herein and measures a width at said distance of 110 feet back from said Public Road of Fifty-five (55') feet, by depth between parallel lines to the full depth of survey thereto belonging; bounded as follows: In front or easterly by property of Dewey Chauvin, above by other property of same, below by property now or formerly belonging to Moise Lirette, or assigns, and in the rear by property now or formerly belonging to Dovich P. Lirette or assign; Together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Being the same property acquired by Melvin John Lirette and wife by act of sale dated October 5, 1976, from Dewey J. Chauvin, Jr., and duly recorded in COB 659 folio 857, Entry No. 520,779, Terrebonne Parish.

This property bears Municipal Number 5714 Highway 56, Chauvin, Louisiana, 70344.

2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

**III. RECITALS**

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

**IV. EFFECTIVE DATE AND TERM**

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

4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

**V. CONSIDERATION**

5.1 CONSIDERATION. This Right of Use granted to USERS is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

**VI. USE AND MAINTENANCE OF PREMISES**

6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.



6.2 USERS hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USERS further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USERS further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.

6.3 Under no circumstances shall USERS conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.

6.4 Under no circumstances shall USERS conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.

6.5 USERS shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.

6.6 It is further agreed that USERS assume sole responsibility at all times for the behavior of his guests, and that USERS shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.

6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on the Premises in perpetuity. USERS agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USERS desire to erect or modify any improvements on the Premises, USERS shall first submit all plans for improvements to TPCG for prior written approval. USERS also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USERS shall remain the Property of the USERS. Unless otherwise requested by the Parish in writing, the USERS must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USERS at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USERS to remove said structures and improvements from the Premises, and in the absence of compliance by USERS, TPCG may demolish and remove the structures and/or improvements at USERS's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USERS may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USERS is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.

6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

## **VII. SURRENDER OF THE PREMISES**

7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USERS shall surrender the peaceful possession of the Premises. It is further understood and agreed that USERS will leave said Premises in a neat and clean condition, free of any debris, trash, etc.

7.1.1 In the event that USERS should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USERS hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and assigns in the clean-up of said Premises. The obligation of USERS to observe and/or perform his covenant shall survive the term of this Agreement.

7.1.2 USERS further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USERS and caused by the act or acts of USERS, its agents, employees, or such other person or persons acting under or through his authority and direction.

## **VIII. INSURANCE**

8.1 USERS further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.

8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USERS agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.

8.3 USERS further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USERS of the policy premium, as well as all renewal premiums.

8.4 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."

8.5 It is further understood and agreed by the parties hereto that the failure by USERS to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

## **IX. INDEMINIFICATION**

9.1 It is understood and agreed by and between the parties hereto that the USERS accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USERS agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants, and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USERS, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USERS, except those claims, demands or causes of action arising out of the negligence of TPCG. USERS agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

**X. TERMINATION**

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

- 10.1.1 By thirty (30) days written notice by TPCG; or
- 10.1.2 By written mutual agreement and consent of the parties hereto; or
- 10.1.3 At USERS’s death; or
- 10.1.4 As provided in Section 13 regarding Default; or
- 10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

**XI. AMENDMENT**

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

**XII. LEGAL COMPLIANCE**

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

**XIII. DEFAULT**

13.1 In the event that the USERS shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USERS’s obligations herein, or upon the filing of a bankruptcy petition by USERS, or should USERS conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USERS of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG’s right to proceed against USERS for any and all payments due or owing up to the time USERS vacates the Premises all without putting USERS in default. USERS shall remain responsible for all damages or losses suffered by TPCG. USERS hereby assents thereto and expressly waives the legal notice to vacate the Premises.

**XIV. NOTICES**

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

- 14.1.1 As to TPCG: Terrebonne Parish Consolidated Government

Attn: Gordon Dove, Parish President  
P.O. Box 2768  
Houma, LA 70361

14.1.2 As to USERS: Sheila P. Deroche  
5712 Highway 56  
Houma, LA 70363

14.1.3 Failure of USERS to accept or retrieve notice by certified mail shall be considered dispositive.

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

## **XV. OTHER TERMS AND CONDITIONS**

### **15.1 ATTORNEY FEES**

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USERS obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400.00, whichever is greater. USERS further agrees to pay all court costs, expenses and sheriff's charges, if any.

### **15.2 PERFORMANCE BY TPCG OF USERS'S OBLIGATIONS**

Should USERS fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USERS for fifteen (15) days after written notice to USERS, and without waiving or releasing USERS from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USERS, and USERS shall be obligated to pay said rent to TPCG on demand. In the event that USERS thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USERS in the payment of rentals.

### **15.3 FORCE MAJEURE**

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

### **15.4 NO WAIVER**

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

### **15.5 NON-ASSIGNMENT**

The privileges herein shall not be assigned in whole or part in any manner, and USERS shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

### **15.6 GOVERNING LAW**

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

**15.7 CLAIMS OR CONTROVERSIES**

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

**15.8 LEGAL CONSTRUCTION**

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

**XVI. FEMA COMPLIANCE IF APPLICABLE**

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

**16.2 ENVIRONMENTAL REQUIREMENTS**

16.2.1 Clean Air Act. Users acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. Users shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. Users agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. Users acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation’s waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. Users shall comply with this Act when performing work hereunder.

12.6.1. Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

12.6.2. Debarment and Suspension. Users acknowledges that no contract shall be made to parties listed on the General Services Administration’s List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.’s 12549 and 12689. This

list contains the names of parties debarred, suspended, or otherwise excluded by agencies and users declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.2.3 Byrd Anti-Lobbying Amendment. Users will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

Users who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Users must sign and submit to the non-federal entity the Certification Regarding Lobbying Form, which is attached hereto.

16.3 DHS Seal, Logo, And Flags. The Users shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

16.4 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The users will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16.5 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, users, or any other party pertaining to any matter resulting from the contract.

**XVII. SIGNATURES OF THE PARTIES**

**17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**THUS DONE AND SIGNED** on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

**WITNESSES:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

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

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

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

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

17.2    SHEILA P. DEROCHE

THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

USERS

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

BY: \_\_\_\_\_  
SHEILA P. DEROCHE

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

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

17.3    DWAYNE P. DEROCHE

THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

USERS

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

BY: \_\_\_\_\_  
DWAYNE P. DEROCHE

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

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



Monday, December 13, 2021

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**Item Title:**

**RESOLUTION:** To award the Request for Proposal (RFP) # 21-PARKS-61 Service Contract Mowing and Maintenance for the Parks and Grounds

**Item Summary:**

**RESOLUTION:** Concurring with the Parish Administration to award the Request for Proposal (RFP) # 21-PARKS-61 Service Contract Mowing and Maintenance for the Parks and Grounds to N.E.A.T., Landscaping and Contractor Service, LLC.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	11/30/2021	Executive Summary
Resolution	11/30/2021	Resolution
Bid Tab	11/30/2021	Backup Material





## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: To award the Request for Proposal (RFP) # 21-PARKS-61 Service Contract Mowing and Maintenance for the Parks and Grounds.

### PROJECT SUMMARY (200 WORDS OR LESS)

A Resolution awarding the Service Contract for Mowing and Maintenance for Parks and Grounds to N.E.A.T., Landscaping and Contractor, LLC.

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

Mowing / Maintenance of parks and grounds in Terrebonne Parish. Services shall include, but not limited to, mowing, edging, as well as clean up of sites for trash removal.

### TOTAL EXPENDITURE

\$92,880.00 (per year)

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

ACTUAL

ESTIMATED

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

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$100,000.00

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

PARISHWIDE

1

2

3

4

5

6

7

8

9

Angela Guidry, Purchasing/Warehouse Mgr. \_\_\_\_\_

Signature

\_\_\_\_\_  
Date

**OFFERED BY:**  
**SECONDED BY:**

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

**RESOLUTION** to award the Request for Proposal (RFP) # 21-PARKS-61 Service Contract Mowing and Maintenance for the Parks and Grounds.

**WHEREAS**, on November 18, 2021, proposals were received by the Terrebonne Parish Consolidated Government, for RFP # 21-PARKS-61 Service Contract Mowing and Maintenance for the Parks and Grounds, and

**WHEREAS**, after careful review by the Clay Naquin, Solid Waste/Vegetation Director and Angela Guidry, Purchasing/Warehouse Manager it has been determined that the proposal from N.E.A.T., Landscaping & Contractor Service, LLC should be accepted as per the attached documents, and

**WHEREAS**, quantities stated are given as a general guide for bidding, Terrebonne Parish Consolidated Government reserves the right to increase or decrease quantities as needed at the same unit prices, and

**WHEREAS**, the initial contract term shall be for a one (1) year period. The contract may be extended, at TPCG's option, for two (2) additional one (1) year terms in accordance with the terms, conditions, prices and specifications contained in this RFP.

**WHEREAS**, the Parish Administration has concurred with the recommendation that the proposal of N.E.A.T., Landscaping & Contractor Service, LLC should be awarded as per the attached proposal forms, and

**NOW THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, awards the above mentioned mowing and maintenance service contract to N.E.A.T., Landscaping & Contractor Service, LLC and that the Parish President and all other appropriate parties be and they are hereby, authorized to execute any and all contract documents associated therewith.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

**REQUEST FOR PROPOSALS:**  
**#21-PARKS-61 Service Contract Mowing and**  
**Maintenance for Parks and Grounds**

OWNER: TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROPOSALS RECEIVED: November 18, 2021

	<b>Proposals Received</b>	<b>Proposal Amount</b>
1	N.E.A.T., Landscaping & Contractor, LLC	\$92,880.00
2	Rotolo Consultants, Inc	\$146,385.36
3	Green Scapes of Louisiana, Inc.	\$216,720.00
4	Foret Contracting Group, LLC	\$229,338.00
5		
6		
7		