

SPECIAL COUNCIL
PARISH OF TERREBONNE



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

AGENDA
Special Council
Monday, June 21, 2021
5:30 PM

Darrin W. Guidry, Sr.
CHAIRMAN

Daniel Babin
VICE-CHAIRMAN
DISTRICT 1

John Navy

DISTRICT 2

Carl Harding

DISTRICT 3

Gerald Michel

DISTRICT 4

John Amedee

Suzette Thomas,
COUNCIL CLERK

DISTRICT 5

Jessica Domangue

DISTRICT 6

Darrin Guidry

DISTRICT 7

Daniel Babin

DISTRICT 8

Dirk Guidry

DISTRICT 9

Steve Trosclair

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.

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

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

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. **EMERGENCY ORDINANCE:** To authorize a Cooperative Endeavor Agreement between the Office of the State Examiner for Louisiana and Terrebonne Parish Consolidated Government to deviate from the standard form agreement for rental of the Barry P. Bonvillain Civic Center by waiving rental fees and security fees for the State Examiner in consideration of her administering State-Wide Civil Service Examination in Houma,

Louisiana on June 22 and 23, 2021.

2. Adjourn

Category Number:
Item Number:



Monday, June 21, 2021

Item Title:

Invocation

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, June 21, 2021

Item Title:

Pledge of Allegiance

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, June 21, 2021

Item Title:

Emergency Ordinance: Waiver of Fees for the Civic Center for the Office of State Examiner for Louisiana

Item Summary:

EMERGENCY ORDINANCE: To authorize a Cooperative Endeavor Agreement between the Office of the State Examiner for Louisiana and Terrebonne Parish Consolidated Government to deviate from the standard form agreement for rental of the Barry P. Bonvillain Civic Center by waiving rental fees and security fees for the State Examiner in consideration of her administering State-Wide Civil Service Examination in Houma, Louisiana on June 22 and 23, 2021.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------------|--------------------|-------------------|
| Executive Summary | 6/15/2021 | Executive Summary |
| Emergency_Ordinance_Civic_Center | 6/16/2021 | Ordinance |
| Rental Agreement | 6/16/2021 | Backup Material |
| Release and Indemnity | 6/16/2021 | Backup Material |
| Insurance | 6/16/2021 | Backup Material |

AC-2000

PARIS 1981

Mike Thomas, Parish Manager



OFFERED BY:
SECONDED BY:

(EMERGENCY) ORDINANCE NO _____

AN ORDINANCE TO AUTHORIZE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE OFFICE OF THE STATE EXAMINER FOR LOUISIANA AND TERREBONNE PARISH CONSOLIDATED GOVERNMENT TO DEVIATE FROM THE STANDARD FORM AGREEMENT FOR RENTAL OF THE BARRY P. BONVILLAIN CIVIC CENTER BY WAIVING RENTAL FEES AND SECURITY FEES FOR THE STATE EXAMINER IN CONSIDERATION OF HER ADMINISTERING STATE-WIDE CIVIL SERVICE EXAMINATION IN HOUMA, LOUISIANA ON JUNE 22 AND 23, 2021.

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and

WHEREAS, the Office of State Examiner for Fire and Police Civil Service offers monthly Civil Service Exams for potential Police Officers and Fire Fighters throughout the state; and

WHEREAS, the Terrebonne Parish Consolidated Government, through its Houma Police Department and Houma Fire Department, wishes to host a state-wide civil service examination for fire civil service on June 22, 2021 and for police civil service on June 23, 2021 in Houma, Louisiana with the intent of recruiting potential police officers and firefighters to Terrebonne Parish; and

WHEREAS, the examination dates have been scheduled and are posted on the website of the Office of State Examiner; and

WHEREAS, Houma is expecting four hundred (400) applicants and their families from across the state (and possibly nation), some of whom are booking stays in local hotels, eating at our local restaurants, buying fuel and other living items, all of which will serve as an economic and tourism boost to our area; and

WHEREAS, in consideration of the State Examiner bringing state-wide civil service exams to Houma, TPCG desires to host the examinations at the Barry P. Bonvillain Civic Center and waive the rental fee (a \$1,900.00 value) and security costs (an estimated \$240 value) for the event, provided all other contractual provisions remain the same, including insurance requirements; and

WHEREAS, this matter comes before the Council as an emergency affecting property of the TPCG because:

- a) Civic Center rental rates are established by Section 2-406 of the Terrebonne Parish Code of Ordinances;
- b) any waiver of those fees requires Council action by ordinance;
- c) the Terrebonne Parish Code of Ordinances requires that an ordinance be held over for two weeks, pending a public hearing, EXCEPT in the case of an emergency ordinance, which may be adopted by a two-thirds vote of the membership of the Council without hold over (Charter Sec. 2-14);
- d) the event is scheduled and has been publicly advertised for June 22-23, 2021, and the State Examiner has accepted registrations for the event;
- e) the timing of this ordinance is such that any two-week holdover would cause the Council to vote on this matter after the event had already occurred;

WHEREAS, TPCG finds that its expenditure of public funds – the waiver of rental and security fees for the Civic Center contract – according to the terms of the Civic Center rental agreement with the Office of State Examiner, attached, taken as a whole, is deemed a cooperative endeavor agreement, is not gratuitous, and that it has demonstrable objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds by way of economic and tourism benefits, as well as local recruiting for civil service positions; and

NOW THEREFORE BE IT ORDAINED that:

SECTION I

The Terrebonne Parish Council hereby authorizes the Terrebonne Parish President or the Executive Director of the Barry P. Bonvillain Civic Center to execute on behalf of the Terrebonne Parish Consolidated Government, the attached rental agreement as a cooperative endeavor agreement with the Office of the State Examiner of Louisiana, providing for a waiver of rental and security fees.

SECTION II

This Ordinance authorizes a one-time waiver of rental and security fees for the Barry P. Bonvillain Civic Center. This Ordinance does not otherwise authorize a change in any rates, fees or charges established by the parish government as contemplated by Charter Section 2-14(a).

SECTION III

Any and all other provisions of the Code not amended or deviated from herein shall remain in full force and effect. 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 IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Terrebonne Parish Charter Section 2-14, whichever occurs sooner.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the 21ST day of JUNE 2021.

DARRIN W. GUIDRY, SR. CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed _____
Gordon E. Dove, Parish President or his designee, Michael Toups, Parish Manager
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, SUZETTE THOMAS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Emergency Ordinance adopted by the Assembled Council in Special Session on June 21, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 21st DAY OF JUNE, 2021.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

EVENT NAME: MUNICIPAL FIRE & POLICE CIVIL SERVICE TESTING

**HOUMA-TERREBONNE CIVIC CENTER
STANDARD RENTAL AGREEMENT**

This Agreement made JUNE 11, 2021, by and between:

I. PARTIES

- 1.1. Terrebonne Parish Consolidated Government ("Lessor"), a political subdivision of the state of Louisiana, owner and operator of the Houma-Terrebonne Civic Center, 346 Civic Center Boulevard, Houma, LA 70360, sometimes hereinafter referred to as "TPCG" or "Houma-Terrebonne Civic Center," represented herein through its Parish President or designee by virtue of the Terrebonne Parish Code of Ordinances, Section 2-406(c)(3); and
- 1.2. LESSEE, whose pertinent information is as follows:

LESSEE NAME: **OFFICE OF STATE EXAMINER**

AUTHORIZED AGENT (if Lessee is a company): **ADRIENNE BORDELON**

MAILING ADDRESS: **8550 UNITED PLAZA BLVD., BATON ROUGE, LA 70809**

LESSEE/AGENT TELEPHONE: **(225) 925-4400**

LESSEE/AGENT EMAIL: **JOSHUA.BERNARD@LA.GOV**

who, in consideration of the covenants and agreements herein contained and to be performed by the parties hereto, it is mutually agreed as follows:

II. PREAMBLES

- 2.1. WHEREAS, Terrebonne Parish Consolidated Government operates the Houma-Terrebonne Civic Center through the Civic Center Director in the City of Houma, Louisiana, Parish of Terrebonne.
- 2.2. WHEREAS, Lessee desires to lease space in said Houma-Terrebonne Civic Center.
- 2.3. NOW THEREFORE, and in consideration of the following Promises, Covenants, and Conditions, the parties hereto agree as follows:

III. FACILITIES; LEASED PREMISES

- 3.1. For the purposes of this Agreement, "Facilities" shall mean all property, movable or immovable, located at 346 Civic Center Boulevard and 356 Civic Center Boulevard, Houma LA 70360, bearing Terrebonne Parish Tax Parcel No. 43587, and more fully described in the conveyance records referenced in the Tax Assessment Listing for the said parcel, including, but not limited to, buildings; halls, rooms, fixtures and equipment within the buildings; and all common areas, including, but not limited to, the land, parking lots and their fixtures, sidewalks, lobbies, entryways, restrooms, and walkways.
- 3.2. For the purposes of this agreement, "Leased Premises" shall mean only those portions of the Facilities leased to Lessee by the TPCG, as defined in Section 3.3 of this Agreement. "Leased Premises" shall include the common areas of the Facilities customarily accessed during the lease of the Leased Premises and shall include any standard fixtures unless specifically excluded from rental, or required to be rented, within the Leased Premises.
- 3.3. Terrebonne Parish Consolidated Government does hereby lease to Lessee, the Leased Premises, specified as follows, and for the following (and no other) purpose:

Specific Area(s): **HALL B**

Event Name: **MUNICIPAL FIRE & POLICE CIVIL SERVICE TESTING**

IV. TERM; EFFECTIVE DATE

- 4.1. The term of this Rental Agreement shall be a period of 2 day(s), that being **JUNE 22 & 23 2021**, and no more (herein after "Term").
- 4.2. In order for this Agreement to be fully complete and binding against TPCG, all of the following conditions must be met:
 - 4.2.1. Lessee shall submit an original, signed Rental Agreement to the Houma-Terrebonne Civic Center Director on or before **JUNE 16, 2021**.
 - 4.2.2. The Houma-Terrebonne Civic Center Director or Parish President must sign the Rental Agreement.
 - 4.2.3. Lessee shall pay all required deposits.

V. CANCELLATION; TERMINATION

- 5.1. Cancellation by Lessee. Lessee must submit written notice of cancellation to the Houma-Terrebonne Civic Center to cancel, in part or in full, the event described in this Agreement. If Lessee cancels event less than 180 days prior to the event date for the rental of Hall A and/or B and/or parking lot; or less than 90 days prior to the event date for the rental of any Meeting Room, Lessee shall forfeit all deposits and rental fees paid, and all remaining deposits, fees, and charges owed to Lessor under this Agreement shall come due immediately and without notice to Lessee. Lessee agrees that these amounts are reasonable liquidated damages for its breach of this Agreement.
- 5.2. Cancellation by Lessee for Charitable Gaming Events. For charitable gaming events only, to comply with Louisiana Office of Charitable Gaming laws and regulations, the cancellation of such Event may be for convenience and made by 30 days written notice by either party to the other. Should Lessee cancel the Event less than 30 days prior to the date of the Event, Lessee shall be assessed liquidated damages in the amount owed in 6.1.1.1, except however, for cancellation due to action, or delay in application processing, by the Louisiana Office of Charitable Gaming.
- 5.3. Cancellation by Lessor. Should the Lessor determine, in its sole discretion, that the Event scheduled is not appropriate for the Houma-Terrebonne Civic Center, Lessor reserves the right to cancel the event at least 30 days prior to event date by providing written notice to Lessee accompanied by a refund of the deposit and rental fees paid.
- 5.4. Non Appropriation of Funds. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Rental Agreement are not appropriated by Lessor in any fiscal year covered by this agreement,

this agreement may be terminated by the Lessor giving notice to Lessee of such facts and Lessor's intention to terminate its financial obligation.

VI. CONSIDERATION; SCHEDULE OF PAYMENTS

- 6.1. In consideration of the lease of the Leased Premises for the purposes described herein, Lessee shall pay Houma-Terrebonne Civic Center as follows:

6.1.1. **FOR CHARITABLE GAMING EVENTS:**

6.1.1.1. **COMPREHENSIVE RENTAL**

*This comprehensive rental fee shall be all inclusive of rent and estimated equipment and ancillary fees to host the event, with the exception of event security, to comply with Louisiana Office of Charitable Gaming laws and regulations.

6.1.2. **FOR NON-CHARITABLE GAMING EVENTS:**

6.1.2.1. **EVENT TIME**

EST. 8:00 AM – 6:00 PM

6.1.2.2. **ROOM**

HALL B

6.1.2.3. **RENTAL FEE**

\$1600 (HALL B: \$1500; SANITIZING FEE: \$100)

6.1.2.4. **LESS DISCOUNT, Sec. 2-406(b)(9)**

6.1.2.5. **PARKING LOT FEE, if applicable**

6.1.2.6. **MOVE IN FEE, if applicable**

6.1.2.7. **SET-UP FEE**

\$300

6.1.2.8. **GRAND TOTAL**

\$1,900.00

6.1.3. **OTHER EQUIPMENT FOR NON-CHARITABLE GAMING EVENTS:**

- 6.1.3.1. Either at the time of execution of this Agreement, or at such time that Parties finalize a list of additional services and/or equipment to be rented or required for the Event, the Civic Center Director may attach a price list in the form of a written addendum to this Agreement. Any addendum shall be acknowledged by the authorized representatives of both Parties, and same shall be a part of and incorporated into this Agreement as if copied herein in their entirety.

- 6.1.3.2. After the effective date of this Agreement, through and including the time of the Event, Lessee may request, and, at the discretion of the Civic Center Director, Lessor may add additional services and/or equipment rentals to this agreement. Any additions shall be a part of and incorporated into this Agreement as if copied herein in their entirety.

- 6.1.3.3. The prices listed on any addendum and/or additions shall be charged to Lessee in addition to the Fees outlined in Section 6.1.2 above, and shall be paid by Lessee to Lessor in accordance with this Agreement, or upon invoice or other demand by the Civic Center Director.

- 6.2. Lessee shall, on or before the following dates, deposit with the Houma-Terrebonne Civic Center the required amounts as specified:

DEPOSIT: **1st Payment of \$ 0.00 DUE: **FEES WAIVED****

- 6.3. All payments are to be made payable to Houma-Terrebonne Civic Center, 346 Civic Center Blvd., Houma, LA 70360.
- 6.4. The consideration herein shall be for the entire Agreement, and not for just the rental or each individual Article or Subsection.
- 6.5. Failure to make deposits on time shall constitute immediate breach of this agreement by Lessee. The Parties agreed that in that event, Houma-Terrebonne Civic Center will retain the deposit and the rental fees and Lessee agrees that liquidated damages in that amount are reasonable. All deposits will be credited against costs when event is invoiced. Incidental costs and balance of rental fee, if any, are due upon receipt of invoice.

VII. CATERING, CONCESSIONS, AND NOVELTIES

- 7.1. The Houma-Terrebonne Civic Center's official in-house concessionaire and approved caterers are exclusively the only parties allowed to serve food and beverage of any kind or quantity at the Facilities. Consumables that are to be given to attendees free of charge must be approved in writing and in advance by Civic Center Management. For events where food booths or donated food items are requested by Lessee and approved by Civic Center Director, a per-booth fee or buyout fee will be charged, with a minimum fee of \$250.
- 7.2. Houma-Terrebonne Civic Center reserves all rights not specifically granted to Lessee under the terms hereof, including but not limited to, all parking rights and privileges, the sale of all concessions items, programs, novelties, including but not limited to the sale of alcoholic beverages, and all rights to set up and operate any and all concessions. The Lessee shall not sell, bring to Facilities, or provide any food, refreshments, beverages, tobacco products, flowers, candies, printed matter of any kind, photographs or any other materials without the prior written consent of the Houma-Terrebonne Civic Center Director. If Lessee desires to sell novelty items, it must be pre-approved in writing by Civic Center Director. On those items that Civic Center Director specifically grants rights, the Lessee may be required to pay the Houma-Terrebonne Civic Center a 25% commission on total sales, net of applicable sales tax.
- 7.3. Lessee further agrees to submit to Houma-Terrebonne Civic Center Director a complete list of exhibitors, if applicable, along with a description of the products or services that will be sold or distributed by such exhibitors. The purpose of this list is to protect against Lessee's infringement of Houma-Terrebonne Civic Center's exclusive rights hereunder.

VIII. EVENT SECURITY

The Houma Police Department shall provide required security for events held at the Facilities, to be determined by Civic Center Management in consultation with the Houma Police Department. Lessee may not contract with an outside source for event security without written consent of the Houma-Terrebonne Civic Center Director. The rate for security services shall be in addition to the rental rate established above, and shall be \$30.00 per hour per police officer. Security services shall be scheduled for a minimum of four hours. If security services are needed beyond the scheduled time, Lessee shall be billed for the additional hours upon show settlement. If police vehicles are necessary for traffic control or grounds patrol during the event, Lessee shall be charged \$30.00 per day per police vehicle.

IX. INSURANCE

- 9.1. Lessee shall provide an original certificate of insurance evidencing comprehensive liability and property damage with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Louisiana, naming, TERREBONNE PARISH CONSOLIDATED GOVERNMENT, HOUMA, LOUISIANA as an additional insured.
- 9.2. The certificate of insurance must be filed with the Houma-Terrebonne Civic Center office no later than 14 days prior to the first day of the Event.
- 9.3. Where only a meeting room(s) has been leased, Lessee shall provide an original certificate of insurance evidencing comprehensive liability and property damage with coverage of at least five hundred thousand dollars (\$500,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Louisiana, naming, TERREBONNE PARISH CONSOLIDATED GOVERNMENT, HOUMA, LOUISIANA as an additional insured.
- 9.4. Lessee's insurance, as required herein, shall be considered the primary insurance coverage for any claim hereunder.

X. HOLD HARMLESS AND INDEMNIFICATION; DISCLAIMER OF LIABILITY; WAIVER

- 10.1. Lessee, in using the Facilities, whether such premises or equipment are specifically described or not, does so at its own risk. To the fullest extent of the law, Terrebonne Parish Consolidated Government shall not be liable for any damages to property or damages arising from personal injuries sustained by Lessee or any of the Lessee Responsible Parties, in or about the Facilities, the Leased Premises, or any portion thereof. Lessee assumes full responsibility for any property damage or injury which may occur to Lessee, and Lessee Responsible Parties in or about the Facilities, Leased Premises or any portion thereof, and Lessee does hereby fully and forever, on its own behalf as well as on behalf of its agents, release and discharge the Indemnitees, in both their individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the use of the Facilities, Leased Premises, or any other portion thereof, whether specifically described in this agreement or not.
- 10.2. Lessee shall conduct its activities upon the Leased Premises so as not to endanger any person lawfully thereon. Lessee agrees that it has inspected the Leased Premises and that Leased Premises are in proper condition for the Lessee's event. Lessee assumes full responsibility and liability for the condition of the Leased Premises. Lessee agrees to defend, protect, 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, in official and individual capacities, (hereinafter, (Indemnitees")) from and against any and all responsibility, loss, claims, lawsuits, liens, and demands for damages by any person, including but not limited to Lessee's agents, servants, employees, customers, patrons, performers, contractors, guests, invitees, and volunteers (the "Lessee Responsible Parties"), under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising directly or indirectly from this agreement, and/or the Leased Premises, 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 (i) any breach, act, or omission, whether intentional or unintentional, and any negligence, willful misconduct, or liability of Lessee, its partners, directors, agents, servants, officers, assignees, contractors, concessionaires, customers, and/or employees, including volunteers, on or about the Leased Premises, (ii) any breach of this agreement, or violation of, or failure of Lessee to perform or observe, the terms and conditions of this Lease Agreement; and (iii) the failure or alleged failure of the Leased Premises or Lessee's occupancy thereof to comply with any law. This assumption of responsibility and liability by Lessee includes without limitation all liability assumable by a tenant under Louisiana Revised Statute 9:3221. This assumption of responsibility and liability by Lessee further includes all damages caused by water, frost, weather, steam, sewage, electricity, sewer gas or odors, or by the bursting or leaking of pipes or plumbing work, and applies equally whether such damage be caused by the act or neglect of any third party. Further, and a result of any such claims, lawsuits, and demands, Lessee 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.
- 10.3. Notwithstanding any provision to the contrary herein, in the event the Lessor is liable for any damages, the Parties agree that under no circumstances shall TPCG be liable to Lessee for lost profits, lost production, delay damages, consequential damages, costs of replacement, or business interruption costs.

XI. IMMUNITY

- 11.1. The Facilities, as described herein, is a cultural facility, as provided by the Terrebonne Parish Code of Ordinances, Section 2-401(a)(3).
- 11.2. "Recreation" is defined as a refresher of body or mind, play, sport, relaxation, enjoyment, or diversion such as passes time or amuses for pleasure. The Parties agree that the Leased Premises are being rented for recreational purposes, and TPCG, its employees, agents, servants, volunteers, officials, officers and volunteers are granted immunity under

state law to the fullest extent possible, including, but not limited to the immunities set forth in Louisiana Revised Statutes 9:2791 and 2795.

LESSEE'S INITIALS REQUIRED IF EVENT IS FOR RECREATIONAL PURPOSES.

XII. LESSOR'S RIGHTS DURING RENTAL; LESSEE'S COOPERATION

- 12.1. Houma-Terrebonne Civic Center retains and does not relinquish the right to issue and enforce such rules and regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility. Houma-Terrebonne Civic Center's employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to perform their duties. Houma-Terrebonne Civic Center reserves the right for itself and for its agents or security to remove any objectionable person or persons from the Facilities. The Lessee agrees that it will not allow any person at, in, or about the Facilities who shall, upon reasonable, non-discriminatory grounds, be prohibited from being at the Facilities, and the Lessor may, at its sole option, remove such person.
- 12.2. Lessee acknowledges that the Houma-Terrebonne Civic Center will make available for lease by others such portions of the Facilities that are not subject to this agreement. The Lessee agrees to cooperate in good faith with the Houma-Terrebonne Civic Center and those persons using other portions of the Facilities.
- 12.3. TPCG also retains the right to schedule other events in the Facilities both before and after the Term of this Agreement without notice to Lessee.

XIII. RETENTION OF LOST ARTICLES

Upon expiration of the Term or termination of this Agreement, the Houma-Terrebonne Civic Center shall have the sole right to collect and retain custody of articles left, lost or checked in the Facilities by persons attending any event held at the Facilities. After a six month period, items unclaimed shall be forwarded to TPCG's Purchasing Department for processing and disposal.

XIV. BOX OFFICE; TICKETS; CAPACITY

- 14.1. Houma-Terrebonne Civic Center shall have complete and sole supervision of the sale and collection of all tickets and at such places as Houma-Terrebonne Civic Center, in its sole discretion, deems is necessary and expedient, unless otherwise provided in the following space:

N/A

- 14.2. Houma-Terrebonne Civic Center shall have complete custody and control of all moneys received from the sale of tickets, wherever sold and admission fees wherever received. All such funds shall be rightful property of Houma-Terrebonne Civic Center, the purpose of applying same in accordance with the terms and conditions of the agreement toward payment of any balances for rent and/or otherwise due or to become due to Houma-Terrebonne Civic Center for any purpose whatsoever.
- 14.3. Houma-Terrebonne Civic Center reserves the right to collect a two (\$2) dollar per ticket Facility Maintenance Fee, payable by the ticket buyer through the Ticketmaster Computerized Ticketing System.
- 14.4. Houma-Terrebonne Civic Center Box Office will exert every caution against bad checks from customers and will make every effort to collect such, but ultimate responsibility is that of the Lessee.
- 14.5. The Lessee shall arrange for and pay for printing of tickets, the form and contents of which shall in any event be subject to written approval by Houma-Terrebonne Civic Center. All tickets shall be numbered consecutively.
- 14.6. The tickets for admission shall be scaled as follows:

N/A

- 14.7. Three percent (3%) of Gross is to be paid to Houma-Terrebonne Civic Center for Ticketmaster Box Office Service
- 14.8. Discounted tickets must be approved in writing by Houma-Terrebonne Civic Center. Any tickets used for payment of advertising are subject to normal percentage of gross charges.
- 14.9. No tickets may be ordered for any event until a signed Rental Agreement, with any required deposits, has been received by the Houma-Terrebonne Civic Center.
- 14.10. The Box Office may order and will take charge of all tickets for all events under Houma-Terrebonne Civic Center control.
- 14.11. Any change in the "scaling" of the house must be approved by Houma-Terrebonne Civic Center.
- 14.12. No moneys will be released from the Box Office until after the conclusion and settlement of the performance.
- 14.13. All unsold tickets remain with Houma-Terrebonne Civic Center.
- 14.14. Lessee shall not permit the sale or distribution of tickets or passes in excess of the seating capacity of the Leased Premises, nor admit a larger number of persons than can safely or freely move about therein.

XV. BMI; ASCAP

The Parties agree that Lessee shall bear, if any, all Broadcast Music Incorporated (BMI) and American Society of Authors, Composers and Publishers (ASCAP) monetary charges attributable to this event.

XVI. BROADCAST RIGHTS

The Parties agree that Houma-Terrebonne Civic Center reserves all cable, radio, and television broadcast rights with no exception unless specified in writing.

XVII. INTERMISSIONS

The Parties agree that for all Ticketmaster events programs lasting more than one (1) hour, except religious services, an intermission of not less than fifteen (15) minutes be held, subject to modification by Houma-Terrebonne Civic Center when necessary and approved in writing by Houma-Terrebonne Civic Center.

XVIII. DOOR OPENINGS

The Parties Agree that, unless otherwise agreed upon by both parties, doors will open to public sixty (60) minutes prior to performances, at discretion of Houma-Terrebonne Civic Center.

XIX. HOUSE SEATS

The Parties Agree that Houma-Terrebonne Civic Center reserves the right to have and use, without charge, a minimum of Ten (10) seats at each performance for marketing or public relations purposes or seating issues.

XX. ANNOUNCEMENTS

The Parties Agree that Houma-Terrebonne Civic Center reserves the right to make announcements during intermissions or at any time deemed necessary in the interest of public safety.

XXI. TAPE RECORDINGS

The Parties Agree that the recording of any performance, or any portion thereof, is strictly prohibited unless approved in writing by Civic Center Management.

XXII. NO SMOKING

The Parties agree to fully cooperate in enforcing the "No Smoking laws" at all times.

XXIII. FORCE MAJEURE

23.1. In the event the Lessee's obligations to the Terrebonne Parish Consolidated Government under this agreement are delayed, prevented or rendered impractical by any of the following events; fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, or act of God, either Party may terminate this Agreement.

23.2. In the event Terrebonne Parish Consolidated Government cannot fulfill this Agreement due to fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, or act of God, TPCG may terminate this Agreement. Notwithstanding any provision to the contrary herein, the return of the rental fees and the deposit shall be Lessee's sole and exclusive remedy for the Lessor's termination of this Agreement.

XXIV. ENTIRE AGREEMENT

24.1. All of the terms and provisions contained in Rental Rates, General Conditions, and any applicable addenda to this Agreement are made a part of this Agreement as though printed herein in their entirety. Lessee may access the Rental Rates and General Conditions at www.houmaciviccenter.com/plan/rental-rates/. Should Lessee not have access to the internet, Lessee shall request copies of these documents, and Lessor shall provide them. The Parties agree that Lessee shall abide by the provisions therein, as may be amended, and addenda and Amendments to this Agreement, as applicable.

24.2. The Parties further agree that the provisions of the Terrebonne Parish Code of Ordinances governing the Houma-Terrebonne Civic Center, including, but not limited to, Section 2-406, as may be amended, are made a part of this Agreement as though copied herein in their entirety.

24.3. The Parties agree that the terms and conditions of this Rental Agreement, including those items listed in Sections 24.1 and 24.2 above, set forth the entire agreement of the Parties, which cannot be changed or modified except in writing signed by the parties sought to be bound or by ordinance. The Houma-Terrebonne Civic Center makes no representation or agreement, oral or otherwise, outside the terms of this Rental Agreement. This shall not limit the Houma-Terrebonne Civic Center from imposing any reasonable additional policies or rules and regulations which may be necessary in the best interest for the operation of the facility.

XXV. ADDITIONAL TERMS AND CONDITIONS

23.3. Taxes. Lessee hereby acknowledges that Houma-Terrebonne Civic Center requires full compliance of all Federal, State and Local statutes and regulations as they may pertain to any and all activities conducted within these facilities. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and Local Sales Taxes.

23.4. Wages. Lessee agrees to pay or cause to be paid the prevailing wage to all persons employed by or for the benefit of Lessee. Such pay shall include any applicable overtime or holiday wage rate.

23.5. Payment to Contractors and Concessions. All charges for contractual labor, service connections, and other accounts payable to independent contractors must be paid in full upon presentation of invoice unless other arrangements for payment are specifically authorized by the contractor.

23.6. Non-Discrimination. The Lessee shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin.

23.7. Compliance with Laws. Lessee, at its sole cost and expense, shall comply and secure compliance with requirements, and shall faithfully observe and secure observance in the use of the Facilities of all Terrebonne Parish ordinances and State and Federal laws now in force or which may hereafter be in force.

23.8. Binding Effect/Assignment. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This agreement or any right hereunder may not be assigned or sublet by Lessee without the express written consent of Lessor.

23.9. Legal Recourse. In the event Lessee violates any of the terms or conditions of this Rental Agreement, the Houma-Terrebonne Civic Center shall have, in addition to any other remedy herein, the right to terminate this Agreement, obtain possession of the Facilities and Leased Premises, and remove and exclude the Lessee without service of notice and without any legal liability on the part of TPCG.

- 23.10. **Surviving Provisions.** If this agreement is canceled or terminated for any reason, Lessee's payment and indemnity obligations shall remain in full force and effect as provided for in this Agreement. The insurance requirements under Article IX of this Agreement shall survive termination as necessary to maintain coverage for claims.
- 23.11. **Attorney Fees.** The Parties agree that in the event the Lessor retains an attorney to pursue collection of any sums due to it by Lessee in connection with this Rental Agreement and its ancillary documents, Lessee shall be liable for all reasonable attorney's fees incurred by the Lessor, plus legal interest accruing from the date due until paid, and any and all expenses and court costs incurred in connection therewith.
- 23.12. **Severability.** If any term, covenant, condition, or provision of this Lease Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 23.13. **No Waiver.** The failure of the either party to enforce any of the terms of this Lease 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.
- 23.14. **Governing Law and Venue.** The validity, interpretation, and performance of this Lease Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the Terrebonne Parish Charter and Code of Ordinances, as well as the laws of the state of Louisiana. The venue of any suit filed in connection with any claim or controversy shall be the City Court of Houma or the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- 23.15. **Conflicts.** In the event any conflict occurs among the provisions of this Rental Agreement and the Terrebonne Parish Charter and Code of Ordinances, or any other law, the conflict shall be resolved in the most favorable interpretation to Lessor. Likewise, any conflicts among the terms and conditions contained in the Rental Agreement and its addenda and incorporated provisions shall be resolved in the most favorable interpretation to the Lessor.

XXVI. SIGNATURES

The Houma-Terrebonne Civic Center Director is authorized to execute this Agreement on behalf of the TPCG by virtue of the Terrebonne Parish Code of Ordinances, Section 2-406. The undersigned representative of Lessee declares that the undersigned is authorized to sign this Agreement on behalf of Lessee, and, when requested, shall provide authorizing documentation evidencing his authority to so act.

26.1 LESSEE NAME: Office of State Examiner, Municipal Fire & Police
AUTHORIZED SIGNER: [Signature] DATE: 6/11/2021

26.2 [Signature] DATE: 6-15-2021
DIRECTOR, HOUMA TERREBONNE CIVIC CENTER
OR PARISH PRESIDENT, TERREBONNE PARISH CONSOLIDATED GOVERNMENT

XXVII. CREDIT CARD PAYMENT

If payment will be made by credit card:

- ☐ Master Card
☐ Visa
☐ American Express

Account # _____ (4% Credit Card Fee will be added)

Exp. Date _____

Name _____
as it appears on card (Please Print)

Signature _____

RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of any agreement for the lease and/or use of the Terrebonne Parish Civic Center or a portion thereof by **OFFICE OF STATE EXAMINER** ("Renter") with the Terrebonne Parish Consolidated Government ("TPCG") ("Renter's Use or Lease Agreement"). Renter does hereby acknowledge and agree to the following, to-wit:

Renter acknowledges the potential inherent dangers to people from contracting COVID-19, or any form of a similar virus (collectively hereinafter referred to as "COVID-19"), including serious illness and death, and that those with underlying health conditions, such as diabetes, heart disease, respiratory illnesses and other illnesses, are at a higher risk of contracting COVID-19 and/or are at a higher risk of having serious health problems, including death, if COVID-19 is contracted. Renter also acknowledges the risk of people contracting and/or spreading COVID-19 from various types of gatherings, especially large gatherings, and that said risk also increases if guidelines published and/or promulgated by governmental agencies and/or health authorities, such as CDC, are not strictly followed. Renter also further acknowledges that COVID-19 Claims, as defined below, may arise from any type of gathering.

FOR AND IN CONSIDERATION of the consideration referenced above in the Renter's Use or Lease Agreement, Renter does hereby agree, to the fullest extent permitted by law, that Renter shall protect, defend, indemnify, save and hold harmless the TPCG, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, (hereinafter sometimes referred to collectively as "Released Parties"), from and against any and all COVID-19 related claims, demands, expenses, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, (collectively "COVID-19 Claims"), arising out of or resulting from injury, sickness, disease or death to any person resulting therefrom or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of (a) Renter, its agents, its sub-contractors, partners, servants, officers, employees, volunteers and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and if applicable Renter's students, graduates, faculty, staff, and guests of any of the foregoing, and/or (b) any of the Released Parties, in any manner arising from and/or related to and/or connected with Renter's Use or Lease Agreement and/or Renter's use of the Terrebonne Parish Civic Center or a portion thereof, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the TPCG or any of the Released Parties. The provisions of this Release & Indemnity Agreement does apply to any strict liability of TPCG and/or of any of the Released Parties, regardless of the availability or applicability of insurance

THUS DONE AND SIGNED in Houma, Louisiana, this 15th day of June, 2021, in the presence of the undersigned witnesses.

WITNESSES:

Print Name: JOHN BERNARD

Print Name: Misty McAfee

RENTER

By: [Signature]
(Signature)

Print Name of Renter: Office of State Examiner

Print Name and Title: Christine T. Boudelon
State Examiner

THUS DONE AND SIGNED in Houma, Louisiana, this 15th day of June, 2021, in the presence of the undersigned witnesses.

WITNESSES:

Print Name: John Dominique Thomas

Print Name: Brian Duillier

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: Dean Schowest

Title: Director

CERTIFICATE OF INSURANCE

Issue Date

June 14, 2021

PRODUCER

Office of Risk Management - DOA
Post Office Box 91108
Baton Rouge, Louisiana 70821-8108

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION AND MAY CONFER RIGHTS UPON THE CERTIFICATE HOLDER BY AMENDING OR EXTENDING THE COVERAGE AFFORDED BY THE POLICIES BELOW AS STATED IN THE DESCRIPTION OF OPERATIONS SECTION.
COMPANY AFFORDING COVERAGE

INSURED

State of Louisiana
Civil Service - Municipal Fire and Police
Office of the Examiner
8880 United Plaza Blvd., Ste. 901
Baton Rouge, LA 70809

Louisiana Self-Insurance Fund

CORP. NO: 3020

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE | POLICY EXPIRATION | LIABILITY LIMITS | |
|-----------|--|------------------|---------------------|----------------------|--------------------|-------------|
| | | | | | EACH OCCURRENCE | AGGREGATE |
| | GENERAL LIABILITY | | | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | CG 20202021 | 07-01-2020 | 07-01-2021 | BODILY INJURY | |
| | <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE | | | | PROPERTY DAMAGE | |
| | <input checked="" type="checkbox"/> PERSONAL & ADVERTISING INJURY | | | | B & PD COMBINED | \$5,000,000 |
| | <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY | | | | | |
| | <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY | | | | | |
| | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS | | | | | |
| | <input checked="" type="checkbox"/> FIRE DAMAGE (Any one fire) | | | | | |
| | <input type="checkbox"/> MEDICAL EXPENSES | | | | | |
| | AUTOMOBILE LIABILITY ★ | | | | BODILY INJURY | |
| | <input type="checkbox"/> ANY AUTO | | | | PROPERTY DAMAGE | |
| | <input type="checkbox"/> OWNED | | | | B & PD COMBINED | |
| | <input type="checkbox"/> NON-OWNED | | | | | |
| | <input type="checkbox"/> HIRED | | | | | |
| | AUTOMOBILE PHYSICAL DAMAGE | | | | | |
| | <input type="checkbox"/> OWNED | | | | | |
| | <input type="checkbox"/> SPECIFICALLY DESCRIBED | | | | | |
| | <input type="checkbox"/> HIRED | | | | | |
| | <input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | | | | | |
| | <input type="checkbox"/> OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Terrebonne Parish Consolidated Government is added as an additional insured as regards the sole negligence of the Department of Civil Service - Municipal Fire and Police - Office of State Examiner for use of the Houma-Terrebonne Civic Center for the Municipal Fire & Police Civil Service Testing that will take place on June 22nd, 23rd of 2021.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICES SHALL IMPOSE NO OBLIGATIONS OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER

AUTHORIZED REPRESENTATIVE

Terrebonne Parish Consolidated Government (T.P.C.G.)
8026 Main Street, Suite 520
Houma, LA 70360

Kristy Breaux
KRISTY BREAU, STATE RISK ADMINISTRATOR