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## TERREBONNE PARISH COUNCIL

### BUDGET AND FINANCE COMMITTEE

Mr. Carl Harding	Chairman
Mr. John Amedee	Vice-Chairman
Mr. Dirk Guidry	Member
Mr. John Navy	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

September 26, 2022  
5:35 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 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**

**CALL MEETING TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

1. **RESOLUTION:** Accepting the Proposal for Property Insurance for renewal of Hull & Machinery / Protection & Indemnity Insurance coverage to insure the Dulac Falgout Canal Pontoon Bridge effective September 7, 2022.
2. **RESOLUTION:** Authorizing the Parish President to execute a Cooperative Endeavor Agreement with the LSU Agricultural Center for the provision of nutrition education for the Head Start Program.
3. **RESOLUTION:** Concurring with recommendation of Parish President to award Bid #21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property located at 105-A Odesser St. (100%) to Tremaine White.

4. **RESOLUTION:** Concurring with recommendation of Parish President to award Bid #21-S/P-50 Surplus Sale of Adjudicated Property located at Bayou Little Caillou (100%) to Jasson Fey.
5. **RESOLUTION:** Concurring with recommendation of Parish President to award Bid #22-S/P-10 Surplus Sale of Adjudicated Property located at 2741 Bayou Dularge Rd. (50%) to Terrie Francis.
6. **RESOLUTION:** Concurring with recommendation of Parish President to award Bid #22-S/P-14 Surplus Sale of Adjudicated Property located at 145 Vivian St. (50%) to Michelle Berthelot.
7. **RESOLUTION:** Concurring with the Parish Administration to approve the agreement with Onshore Materials, LLC to repair the Brady Road Bridge.
8. Introduce an ordinance to amend the 2022 Adopted Operating Budget, 5-Year Capital Outlay Budget, and Budgeted Positions of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
  - I. Capital Projects Control, \$45,000
  - II. Valhi Blvd Multi-Use Sidewalks, \$68,689
  - III. Civic Center, \$3,000
  - IV. Transit, \$6,325
  - a. Add two part time Fleet Attendants, Grade 101and call a public hearing on said matter on Wednesday, October 12, 2022, at 6:30 p.m.
9. Introduce an Ordinance to Enter into an Act of Exchange with JMB Partnership, LLC, Including TPCG's Abandoning of a Servitude in Favor of JMB, JMB's Transfer of Property to TPCG for Access to Bayou Grand Caillou, JMB's Transfer of Property in Fee Title to TPCG with a Levee and a Drainage Ditch, the Maintenance and Preservation of TPCG's Servitude, and JMB's Acknowledgment of TPCG's Servitudes on the Property; and call a Public Hearing on Wednesday, October 12, 2022 at 6:30 p.m.
10. Adjourn

Category Number:  
Item Number:



Monday, September 26, 2022

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, September 26, 2022

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, September 26, 2022

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**Item Title:**

Renewal of Hull & Machinery P&I coverage

**Item Summary:**

**RESOLUTION:** Accepting the Proposal for Property Insurance for renewal of Hull & Machinery / Protection & Indemnity Insurance coverage to insure the Dulac Falgout Canal Pontoon Bridge effective September 7, 2022.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Accepting the Proposal for renewal of Hull & Machinery/ P & I coverage	9/20/2022	Executive Summary
Renewal of Hull & Machinery-P&I coverage Dulac Pontoon Bridge	9/20/2022	Resolution
Hull & Machinery/ P & I Insurance Renewal Quote dulac Pontoon Bridge	9/20/2022	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

A Resolution accepting the Proposal for Property Insurance for renewal of Hull & Machinery/ Protection & Indemnity Insurance premium to insure the Dulac Falgout Canal Pontoon Bridge.

### PROJECT SUMMARY (200 WORDS OR LESS)

**WHEREAS**, Administration and the Risk Management Department reviewed and analyzed Property Insurance Quote for renewal of Hull & Machinery/ Protection & Indemnity Insurance coverage for Dulac Falgout Canal Pontoon Bridge and submits a recommendation for renewal of Hull & Machinery/ Protection & Indemnity Insurance coverage; and

**WHEREAS**, it is the recommendation of Administration and the Risk Management Department that the attached Quote for renewal of Hull & Machinery/ Protection & Indemnity Insurance coverage premium become accepted effective for September 7, 2022.

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

See Attached.

### TOTAL EXPENDITURE

\$ 43,769.63

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

(ACTUAL)

ESTIMATED

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

N/A

NO

(YES)

IF YES AMOUNT  
BUDGETED:

\$2,200,000.00

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

PARISHWIDE

1

2

3

4

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Signature

09/14/2022

Date

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

WHEREAS, Administration and the Risk Management Department reviewed and analyzed Property Insurance Quotations for Hull and Machinery/ Protection & Indemnity Insurance premium to insure the Dulac Falgout Canal Pontoon Bridge and submits a recommendation for Hull and Machinery/ Protection & Indemnity coverage excluding Terrorism coverage; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Quote for Hull and Machinery/ Protection & Indemnity coverage in the amount of \$43,769.63 excluding Terrorism coverage become accepted effective for September 7, 2022 to September 7, 2023.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) 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 Property Insurance coverage for Hull and Machinery/ Protection & Indemnity coverage premium effective for September 7, 2022.

## RISK DETAILS

UMR:	B0507RH2200035
TYPE:	Marine Hull Insurance
ASSURED:	Terrebonne Parish Consolidated Government And/or subsidiary and/or owning companies as their respective rights and interests may appear.
ADDRESS:	8026 Main St, Suite 520, Houma, Louisiana 70360
PERIOD:	Attaching: 7 September 2022 at 00.01 hours Central Standard Time Expiring: 7 September 2023 at 00.01 hours Central Standard Time
VESSEL:	Dulac Pontoon Bridge. Type: Floating Pontoon Bridge (Barge).
INTEREST:	Hull & Machinery and everything connected therewith including Protection and Indemnity.
SUM (RE)INSURED:	100% of Agreed Value, being USD 4,225,000.
DEDUCTIBLE:	USD 25,000 as per Clause 13 of Institute Port Risk Clauses CL.312 as attached.
TRADING:	Inland waters of Louisiana.
CONDITIONS:	<p>Institute Port Risk Clauses including Limited Navigation CL.312 (20/7/87) as attached, including Protection and Indemnity as per Clause 10 of Institute Port Risk Clauses CL.312 (20/7/87) as attached.</p> <p>Additional Assureds and Waivers of Subrogation to be agreed by Agreement Parties hereunder.</p> <p>Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause Cl.370 (10 November 2003) as attached.</p> <p>Marine Cyber Endorsement LMA5403 (11 November 2019) as attached.</p> <p>Sanction Limitation and Exclusion Clause JH2010/009 (29 July 2010) as attached.</p> <p>JHC Communicable Disease Exclusion JHC2020-007A (20 November 2020) as attached.</p> <p>U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause LMA 5390 (9 January 2020) as attached.</p> <p>Contracts (Rights of Third Parties) Act 1999 Clarification Clause NMA2852 (30.03.00) as attached.</p>
LOSS PAYEE:	Assured or Order.

<b>EXPRESS WARRANTIES:</b>	None. (Other than those that may be expressly contained within the policy conditions, wordings, clauses and in addition to any implied warranties under the law to which this insurance is subject – failure to comply with a warranty will, in normal circumstances, void this insurance policy.)
<b>CHOICE OF LAW &amp; JURISDICTION</b>	In case of any dispute arising out of this insurance, the same shall be governed by and construed in accordance with Louisiana law and practice, jurisdiction subject to Institute Service of Suit Clause (U.S.A.) CL.355A (12 November 2019), as attached.
<b>PREMIUM</b>	USD 41,745 per annum and pro rata. Plus 5% Additional Premium in respect of US TRIA if accepted. <b>Terrorism \$2,087.00 tax \$101.22 = \$1,288.22</b>
<b>PREMIUM PAYMENT TERMS</b>	Premium Payment Clause L.S.W. 3001 (60 days), as attached. Brokers and/or Agents Cancellation Clause 507PRF00152A, as attached.
<b>TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURER(S)</b>	Nil.
<b>RECORDING, TRANSMITTING &amp; STORING INFORMATION</b>	Where the broker maintains risk and/or claim data /information /documents the broker may hold such data/information/documents electronically.
<b>(RE)INSURER CONTRACT DOCUMENTATION</b>	This document details the contract terms entered into by the insurer (s) and constitutes the contract document. Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

**Quoted Premium**  
**State Tax**

**\$41,745.00**  
**2,024.63**

**Total Premium w/out Terrorism:**

**\$43,769.63**

**INSTITUTE TIME  
CLAUSES HULLS  
PORT RISKS  
INCLUDING LIMITED  
NAVIGATION  
(20/7/87) CL312:**

This insurance is subject to English law and practice

**1. NAVIGATION**

- 1.1 The vessel has leave to proceed to and from any wet or dry docks harbours ways cradles and pontoons, within the limits specified in this insurance.
- 1.2 The vessel is held covered in case of deviation or change of voyage, provided notice be given immediately after receipt of advices and any amended terms of cover and any additional premium required be agreed..

**2. CONTINUATION**

Should the vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

**3. TERMINATION**

**This Clause 3 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.**

Unless Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

- 3.1 change of the Classification Society of the vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 4 of this insurance or which would be covered by an insurance of the vessel subject to current Institute War and Strikes Clauses Hulls-Time such automatic termination shall not operate.
- 3.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the vessel. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the vessel is in port or at sea.

**4. ASSIGNMENT**

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the policy and the policy with such endorsement is produced before payment of any claim or return of premium thereunder.

**5. PERILS**

- 5.1 This insurance covers loss of or damage to the subject-matter insured caused by

- 5.1.1 perils of the seas rivers lakes or other navigable waters
  - 5.1.2 fire lightning explosion
  - 5.1.3 violent theft by persons from outside the vessel
  - 5.1.4 jettison
  - 5.1.5 piracy
  - 5.1.6 breakdown of or accident to nuclear installations or reactors
  - 5.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation.
- 5.2 This insurance covers loss of or damage to the subject-matter insured caused by
- 5.2.1 accidents in loading discharging or shifting cargo or fuel
  - 5.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull
  - 5.2.3 negligence of Master Officers Crew or Pilots
  - 5.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder
  - 5.2.5 barratry of Master Officers or Crew,
- provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.
- 5.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 4 should they hold shares in the vessel.

## 6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 7, 9, 11 and 13.

## 7. POLLUTION HAZARD

This insurance covers loss of or damage to the vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the vessel.

## 8. COLLISION LIABILITY

- 8.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

- 8.1.1 loss of or damage to any other vessel or property on any other vessel
- 8.1.2 delay to or loss of use of any such other vessel or property thereon
- 8.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon,

where such payment by the Assured is in consequence of the vessel hereby insured coming into collision with any other vessel.

- 8.2 The indemnity provided by this Clause 7 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:

- 8.2.1 Where the insured vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 7 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.
- 8.2.2 In no case shall the Underwriters' total liability under Clauses 7.1 and 7.2 exceed their proportionate part of the insured value of the vessel hereby insured in respect of any one such collision.

- 8.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

#### EXCLUSIONS

- 8.4 Provided always that this Clause 7 shall in no case extend to any sum which the Assured shall pay for or in respect of
  - 8.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
  - 8.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
  - 8.4.3 the cargo or other property on, or the engagements of, the insured vessel
  - 8.4.4 loss of life, personal injury or illness
  - 8.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured vessel is in collision or property on such other vessels).

#### 9. SISTERSHIP

Should the vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.



## 10. PROTECTION AND INDEMNITY

- 10.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:
- 10.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 7
  - 10.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the vessel, or any neglect or failure to raise, remove, or destroy the same
  - 10.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading
  - 10.1.4 loss of life, personal injury, illness or payments made for life salvage
  - 10.1.5 liability under Clause 1(a) of the current Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salvor's expenses plus the increment exceed any amount otherwise recoverable under the Agreement.
- 10.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:
- 10.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the vessel sick or injured persons or stowaways, refugees, or persons saved at sea
  - 10.2.2 additional expenses brought about by the outbreak of infectious disease on board the vessel or ashore
  - 10.2.3 fines imposed on the vessel, on the Assured, or on any Master Officer crew member or agent of the vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member
  - 10.2.4 the expenses of the removal of the wreck of the vessel from any place owned, leased or occupied by the Assured
  - 10.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

## EXCLUSIONS

- 10.3 Notwithstanding the provisions of Clauses 9.1 and 9.2 this Clause 9 does not cover any liability cost or expense arising in respect of:
- 10.3.1 any direct or indirect payment by the Assured under workmen's compensation or employers' liability acts and any other statutory or common law liability in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the vessel or her cargo, materials or repairs
  - 10.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement
  - 10.3.3 punitive or exemplary damages, however described
  - 10.3.4 cargo or other property carried, to be carried or which has been carried on board the vessel but this Clause 9.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the vessel
  - 10.3.5 property, owned by builders or repairers or for which they are responsible, which is on board the vessel
  - 10.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the vessel and which is owned or leased by the Assured
  - 10.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the vessel, or non-essential personal effects of any Master, Officer or crew member
  - 10.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the vessel while awaiting a substitute for any Master, Officer or crew member
  - 10.3.9 fines or penalties arising from overloading or illegal fishing
  - 10.3.10 pollution or contamination of any real or personal property or thing whatsoever (This Clause 9.3.10 shall not exclude any amount recoverable under Clause 9.1.5)
  - 10.3.11 general average, sue and labour and salvage charges, salvage, and/or collision liability to any extent that they are not recoverable under Clauses 7, 11 and 13 by reason of the agreed value and/or the amount insured in respect of the vessel being inadequate.
- 10.4 The indemnity provided by this Clause 9 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.
- 10.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 9 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.
- 10.6 In no case shall the Underwriters' liability under this Clause 9 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the vessel.

## 10.7 PROVIDED ALWAYS THAT

- 10.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 9 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 9.
- 10.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 9 without the prior written consent of the Underwriters.

## 11. NOTICE OF CLAIM AND TENDERS

- 11.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.
- 11.2 The Underwriters shall be entitled to decide the port to which the vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.
- 11.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the vessel. Where such a tender has been taken and a tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the despatch of the invitations to tender required by Underwriters and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of the Underwriters' approval.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof.

Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion.

- 11.4 In the event of failure to comply with the conditions of this Clause 10, a deduction of 15% shall be made from the amount of the ascertained claim.

## 12. GENERAL AVERAGE AND SALVAGE

- 12.1 This insurance covers the vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

### 12.2

Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

- 12.3 When the vessel sails in ballast, not under charter, the provisions of the YorkAntwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.
- 12.4 No claim under this Clause 12 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

### 13. DEDUCTIBLE

- 13.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 7, 9, 11 and 13) exceeds {Response} in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 12.1 shall not apply to a claim for total or constructive total loss of the vessel or, in the event of such a claim, to any associated claim under Clause 13 arising from the same accident or occurrence.
- 13.2 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.
- 13.3 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

### 14. DUTY OF ASSURED (SUE AND LABOUR)

- 14.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.
- 14.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 13.5) collision defence or attack costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 9 are not recoverable under this Clause 13.
- 14.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

- 14.4 When expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the vessel as stated herein, or to the sound value of the vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouing exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.
- 14.5 When a claim for total loss of the vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the vessel; but if the vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.
- 14.6 The sum recoverable under this Clause 13 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the vessel.

#### 15. NEW FOR OLD

Claims payable without deduction new for old.

#### 16. BOTTOM TREATMENT

In no case shall a claim be allowed in respect of scraping gritblasting and/or other surface preparation or painting of the vessel's bottom except that

- 16.1 gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,
- 16.2 gritblasting and/or other surface preparation of:
- the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs,
  - areas of plating damaged during the course of fairing, either in place or ashore,
- 16.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above,
- shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

#### 17. WAGES AND MAINTENANCE

No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and Crew, or any member thereof, except when incurred solely for the necessary removal of the vessel, with the agreement of the Underwriters, from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the vessel is under way.

#### 18. AGENCY COMMISSION

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.

#### 19. UNREPAIRED DAMAGE

- 19.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.
- 19.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.
- 19.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

#### 20. CONSTRUCTIVE TOTAL LOSS

- 20.1 In ascertaining whether the vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.
- 20.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

#### 21. FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

#### 22. DISBURSEMENTS WARRANTY

- 22.1 Additional insurances as follows are permitted:

- 22.1.1 *Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery.* A sum not exceeding 25% of the value stated herein.
- 22.1.2 *Earnings or Anticipated Freight, insured for time.* A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 22.1.1.
- 22.1.3 *Freight or Hire, under contracts for voyage.* A sum not exceeding the gross freight or hire for the first passage and next succeeding cargo passage plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 22.1.2 to be taken into account and only the excess thereof may be insured.

22.1.4

*Anticipated Freight* if the vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 22.1.2 to be taken into account and only the excess thereof may be insured.

22.1.5 *Time Charter Hire or Charter Hire for Series of Voyages.* A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 22.1.2 to be taken into account and only the excess thereof may be insured. An insurance under this Section may begin on the signing of the charter.

22.1.6 *Premiums.* A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

22.1.7 *Returns of Premium.* A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the vessel whether by insured perils or otherwise.

22.1.8 *Insurance irrespective of amount against:*

Any risks excluded by Clauses 6, 24, 25, 26 and 27.

22.2 Warranted that no insurance on any interests enumerated in the foregoing 22.1.1 to 22.1.7 in excess of amounts permitted therein and no other insurance which includes total loss of the vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 23. RETURNS FOR CANCELLATION

To return pro rata monthly net for each uncommenced month if this insurance be cancelled either by agreement or by the operation of Clause 2 provided that a total loss of the vessel, whether by insured perils or otherwise, has not occurred during the period of this insurance or any extension thereof.

**The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

## 24. WAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 24.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 24.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 24.3 derelict mines torpedoes bombs or other derelict weapons of war.



## 25. STRIKES EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

25.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

25.2 any terrorist or any person acting from a political motive.

## 26. MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

26.1 the detonation of an explosive

26.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

## 27. NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO- CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.03 CL.370:

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

### MARINE CYBER ENDORSEMENT 11.11.19 LMA5403:

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2.



Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**SANCTION  
LIMITATION AND  
EXCLUSION CLAUSE  
JH2010/009  
29.07.10:**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**COMMUNICABLE  
DISEASE EXCLUSION  
CLAUSE JH2020-  
007A 20.11.20:**

1. Notwithstanding any provision to the contrary in this (re)insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.
- 2.1 "Communicable Disease Loss" shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being
  - a) Communicable Disease, and/or
  - b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or
  - c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or
  - d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity

regardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.

- 2.2 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or elsewhere, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo loading or discharge or other customary use shall not constitute Excluded Circumstances, notwithstanding they or any of them may have been taken for the reasons set out in 2.1 (c) above.

2.3

Without prejudice to the effect of Clauses 2.1 (a), (b) and (d) for the purposes of a loss event first affecting a vessel, conveyance, rig or platform during a voyage undertaken as a consequence of a diversion, a prior recommendation, decision or measure by whomsoever taken to divert that vessel from an earlier loading or discharge or other destination shall not constitute an Excluded Circumstance solely by reason of that diversion having been made for the reasons set out in 2.1 (c) above.

- 2.4 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), where loss, damage or liability have first been incurred in circumstances which are not excluded under 2.1 (a) to (d) above, increased expense or increased liability for expense shall not be excluded notwithstanding that increase may have been incurred for the reasons set out in 2.1(c) above.
3. "Communicable Disease" shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:
- a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
  - b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and
  - c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.
- 4.1 The Infected Individual Exception shall apply where (1) the actions or decisions of any individual infected or allegedly infected with a Communicable Disease cause or contribute to an alleged loss event and (2) neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined in 2.1 (c) or 2.1 (d) above.
- 4.2 Where those conditions are met, the fact or possibility that the individual's action(s) or decision(s) were impaired or affected by or caused by that individual's alleged or actual infection shall not exclude recovery of a Loss otherwise recoverable hereon provided always that there shall be no cover for loss, damage, liability, or expense arising from any increase in the spread, incidence, severity or recurrence of a Communicable Disease or from any Circumstance as defined in Clause 2.1 (c) or (d) consequent on that individual's actions or decisions.
- 4.3 For the purposes of this Exception, the Infected Individual need not be physically present on or in an interest affected by the loss event, provided that his or her actions or decisions causing or contributing to the loss event and affecting that interest, directly or indirectly, were of a kind which, when not impaired or affected, would fall within the ordinary course of his or her employment.
5. Loss, damage, liability and expense arising solely out of a loss event otherwise reinsured under this (re)insurance and not excluded thereby nor excluded pursuant to this Clause remain covered in accordance with the terms and conditions thereof.

**U.S. TERRORISM  
RISK INSURANCE  
ACT OF 2002 AS  
AMENDED NOT  
PURCHASED  
CLAUSE LMA 5390  
(09/01/2020):**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

**CONTRACTS  
(RIGHTS OF THIRD  
PARTIES) ACT 1999  
CLARIFICATION  
CLAUSE:**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

NMA2852  
30.03.00

**INSTITUTE SERVICE  
OF SUIT CLAUSE  
(U.S.A.) CL355A 12  
NOVEMBER 2019:**

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that the Assured may serve process upon any senior partner in the firm of:

**Lloyd's America, Inc**

**Attention: Legal Department**

**280 Park Avenue, East Tower, 25th Floor, New York, NY 10017**

and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

- (b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
- (c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

**If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.**

<b>PREMIUM PAYMENT CLAUSE LSW3001 SEPTEMBER 2008:</b>	<p>Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non-payment of premium only the following clause will apply.</p> <p>The Insured undertakes that premium will be paid to Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).</p> <p>If the premium due under this contract has not been so paid to Insurers by the 60 day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) Insurers shall have the right to cancel this contract by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full contract premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.</p> <p>It is agreed that Insurers shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.</p> <p>If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.</p>
<b>BROKERS AND/OR AGENTS CANCELLATION CLAUSE 507PRF00152A:</b>	<p>It is hereby agreed between the Underwriters and the Assured that in the event of the Assured, or their agents on whose instructions this insurance may have been effected, failing to pay PRICE FORBES &amp; PARTNERS LIMITED the premium or any instalment thereof on the date due, the Underwriters hereby agree to cancel this insurance on presentation, at the request of Brokers and to return any premium payable thereon as may be required.</p> <p>Subject to FIFTEEN (15) days' notice in writing being given to the Assured or their agents.</p>



INFORMATION

INFORMATION      As seen by Underwriters and held on file by Price Forbes & Partners Limited

## SECURITY DETAILS

### REINSURER'S LIABILITY CLAUSE

#### (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 21 June 2007

### ORDER HEREON

100% of 100% of Sum (Re)Insured

### BASIS OF WRITTEN LINES

Percentage of Whole

**SIGNING  
PROVISIONS**

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

**WRITTEN LINE**

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

**MODE OF EXECUTION CLAUSE**

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.



Category Number:  
Item Number: 2.



Monday, September 26, 2022

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**Item Title:**

Head Start 2022 Cooperative Endeavor Agreement

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute a Cooperative Endeavor Agreement with the LSU Agricultural Center for the provision of nutrition education for the Head Start Program.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	9/9/2022	Resolution
Ex Summary	9/9/2022	Executive Summary
Agreement	9/9/2022	Backup Material

## Resolution

A Resolution Authorizing the Parish President to execute a Cooperative Endeavor Agreement with the LSU Agricultural Center for the provision of nutrition education for the Head Start Program.

WHEREAS, the LSU Agricultural Center has experience with providing nutrition education services in Terrebonne Parish; and

WHEREAS, the LSU Agricultural Center has satisfactorily provided nutrition education to Terrebonne Parish Head Start students for over twenty years; and

WHEREAS, the Terrebonne Parish Head Start program desires to continue its educational partnership with the LSU Agricultural Center.

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove, to sign the Cooperative Endeavor Agreement with the LSU Agricultural Center to assist in Nutrition Education with the children enrolled in the Head Start Program.

BE IT FURTHER RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President to sign any certification, modifications, etc. that may be associated with the implementation of this agreement.



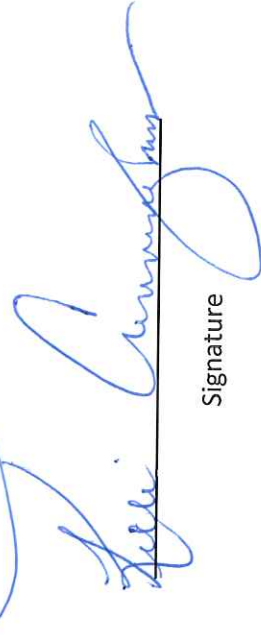
## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

Head Start 2022 Cooperative Endeavor Agreement
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
A Resolution Authorizing the Parish President to execute a Cooperative Endeavor Agreement with the LSU Agricultural Center for the provision of nutrition education for the Head Start Program.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
The LSU Agricultural Center has experience with providing nutrition education services in Terrebonne Parish; and
<b>TOTAL EXPENDITURE</b>
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUAL ESTIMATED
<b>IS PROJECT READY BUDGETED: (CIRCLE ONE)</b>
<input checked="" type="radio"/> N/A NO YES IF YES AMOUNT BUDGETED: <u>no cost</u>

<b>COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)</b>
<input checked="" type="radio"/> PARISHWIDE 1 2 3 4 5 6 7 8 9



Signature

9/9/2022

Date

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND LSU AGRICULTURAL CENTER  
FOR NUTRITION SERVICES**

PARISH OF TERREBONNE

STATE OF LOUISIANA

**I. PARTIES**

1.1 This Memorandum of Understanding is entered into by and between:

1.1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT** (“TPCG”), a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government, by virtue of his authority under the Terrebonne Parish Home Rule Charter, and whose mailing address for the purposes herein is P.O. Box 2768, Houma, LA 70361; and

1.1.2 **LSU AGRICULTURAL CENTER**, herein represented by Matthew Lee., Interim Vice President for Agriculture of LSU Agricultural Center, by virtue of attached resolution, whose mailing address for the purposes herein is 104 J. Norman Efferson Hall, Baton Rouge, LA 70803;

**II. PREAMBLES**

W I T N E S S E T H:

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

2.2 WHEREAS, TPCG is authorized to provide for programs of social welfare for the aid and support of the needy; and

2.3 WHEREAS, TPCG, through its Department of Housing and Human Services, administers a program known as “Head Start,” which provides comprehensive services for low-income children and families, including early childhood education, nutrition, health, mental health, and social services along with a strong parent involvement component; and

2.4 WHEREAS, LSU Agricultural Center wishes to provide needs based, focused educational programs in four general areas: 1) Agriculture and Natural Resources, 2) 4-H Youth Development, 3) Family and Consumer Sciences, and 4) Community Economic Development;

2.5 LSU Agricultural Center wishes to enter into a cooperative endeavor agreement with the TPCG in order to provide such services in the parish of Terrebonne

2.6 WHEREAS, The parties desire to coordinate efforts to identify and serve young children enrolled in the Head Start Program by promoting nutrition education;

2.7 NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties, in consideration for the mutual benefits and covenants herein, as follows:

**III. TERM AND TERMINATION**

- 3.1 This agreement shall become effective upon execution by both parties and shall be effective for three years from the effective date unless terminated by either party by giving thirty (30) days written notice to the other or by written mutual agreement by the parties hereto. This initial term may be extended as appropriate by agreement and signatures by both parties.
- 3.2 The parties' obligations as to confidentiality, indemnification, and insurance requirements to the extent necessary to cover indemnification, shall survive termination of this agreement.

#### **IV. PURPOSE**

The purpose of this agreement is to provide nutrition services under this Agreement to assist in supporting a program-wide culture that promotes children's health, social and emotional well-being, and overall health.

#### **V. SCOPE OF WORK**

- 5.1 LSU Agricultural Center, through its Nutrition Agent, Evelyn Washington, as time allows shall:
  - 5.1.1 Consult with Head Start personnel in the Head Start Center;
  - 5.1.2 Provide nutrition education materials/lessons for classroom activities for children in the Head Start Program;
  - 5.1.3 Provide workshops for parents, if requested during the monthly parent meetings;
  - 5.1.4 Provide relevant literature to families that providing tips to live healthier lives; and
  - 5.1.5 Advocate for quality early childhood nutrition programming and services for children and their families.
- 5.2 TPCG agrees to do the following to assist LSU Agricultural Center:
  - 5.2.1 Approach the problems of low-income, at risk, and special needs families with young children in a collaborative effort assuring that the services provided are client and community driven;
  - 5.2.2 Share pertinent information that can be used to assure that services provided are client and community driven;
  - 5.2.3 Develop a mutual referral network that will assure effective dissemination of information about programs for children and their families;
  - 5.2.4 Share information about services with Head Start parents and community via fliers, telephone, meetings, workshops and individual conferences;
  - 5.2.5 Develop innovative solutions to the challenges facing families in the Head Start community; and
  - 5.2.6 Advocate for quality early childhood nutrition programming and services for children and their families.

#### **VI. CONSIDERATION**

- 6.1 Both partners agree that the LSU Agricultural Center personnel working on this project

are supported, at least in part, from federal and other funds. As such, their activities cannot be considered volunteer activities nor can they be assigned a dollar value as in-kind match for purposes of the project.

- 6.2 The consideration herein is for this entire Agreement.

## **VII. CONFIDENTIALITY**

**Confidential Information**" shall mean information that one party discloses to other, and that is conspicuously marked "**CONFIDENTIAL INFORMATION.**" "**Confidential Information**" shall also include information that is initially disclosed orally -- provided that within seven days the information is reduced to writing, is conspicuously marked "**CONFIDENTIAL INFORMATION,**" and a copy of the information thus marked is delivered to the receiving party. Each party shall hold the other party's Confidential Information in strict confidence, and shall not disclose it to any third party. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement without prior written approval

## **VIII. INDEMNIFICATION**

Each party hereto agrees to indemnify, defend, and to hold the other, its officers, directors, agents and employees, harmless from and against any and all losses, liabilities, demands, suits, judgments and claims, including reasonable attorney's fees, to the extent that such losses, liabilities, demands, suits, judgments, claims or fees arise out of or result from the willful act, fault, omission, or negligence of the indemnifying party, or of its employees, servants, or agents, in performing its obligations under this agreement, provided, however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission or negligence

## **IX. INSURANCE**

Sponsor understands that University is a State of Louisiana entity and as such is self-insured. University represents that it has adequate liability insurance, such protection being applicable to University's officers, employees, and agents while acting within the scope of their employment with University. University has no liability insurance as such that extends protection to any other person. TPCG is to be added as "Additional Insured" on its liability insurance certificate.

## **X. ADDITIONAL TERMS AND CONDITIONS**

- 10.1 Choice of Law. This Agreement shall be governed by Louisiana law
- 10.2 Amendment. No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.
- 10.3 Severability. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement, and TPCG and LSU AGRICULTURAL CENTER agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.
- 10.4 Discrimination Clause. LSU AGRICULTURAL CENTER agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and LSU AGRICULTURAL CENTER agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. LSU AGRICULTURAL CENTER agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political

affiliation, or disabilities. LSU AGRICULTURAL CENTER acknowledges and agrees that any act of unlawful discrimination committed by LSU AGRICULTURAL CENTER, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- 10.5 Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 10.6 Remedies for Default. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana
- 10.7 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be given by 1) hand delivery; (2) first-class registered or certified mail with postage prepaid; (3) overnight receipt courier service; or (4). Notices to TPCG shall include a copy to

TPCG Head Start Administrator: Diane Powell  
TPCG Housing and Humans Services Department: 809 Barrow  
Street  
Houma LA 70360  
985-873-6842 (fax)

LSU Agricultural Center  
Attn: Matthew Lee  
104 J. Norman Efferson Hall  
Baton Rouge, LA 70803

The addresses may be changed by appropriate notice to the other party.

- 10.8 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.
- 10.9 No Waiver. The failure of any 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.
- 10.10 Relationship of the Parties. LSU AGRICULTURAL CENTER is engaged by TPCG for the purposes set forth in this Agreement. The relationship between the Parties shall be, and only be, that of an independent contractor and LSU AGRICULTURAL CENTER shall not be construed to be an employee, agent, partner of, or in joint venture with, TPCG. Notwithstanding, TPCG shall be a third-party beneficiary of any contracts between LSU AGRICULTURAL CENTER and its contractors and subcontractors with regard to work in this Agreement, and LSU AGRICULTURAL CENTER shall include a provision regarding the same in any agreements between LSU AGRICULTURAL CENTER and its subcontractors.
- 10.11 Acknowledgment of Exclusion of Workers' Compensation Coverage. The Parties expressly agree that LSU AGRICULTURAL CENTER is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, TPCG shall not be liable to LSU AGRICULTURAL CENTER or to anyone employed by LSU AGRICULTURAL CENTER for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.
- 10.12 Acknowledgment of Exclusion of Unemployment Compensation Coverage. The parties expressly declare and acknowledge that LSU AGRICULTURAL CENTER is an independent contractor and, as such, is being engaged by the TPCG under this Agreement as noted and defined in R.S. 23:1472(12)(E). Therefore, it is expressly

declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- 10.12.1LSU AGRICULTURAL CENTER has been and will be free from any control or direction by the TPCG over the performance of the services covered by this Agreement;
- 10.12.2The services to be rendered by LSU AGRICULTURAL CENTER are outside the normal course and scope of the TPCG’s usual business; and
- 10.12.3LSU AGRICULTURAL CENTER is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither LSU AGRICULTURAL CENTER nor anyone employed or contracted by it shall be considered an employee of the TPCG for the purpose of unemployment compensation coverage.

- 10.13 Preambles. The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.
- 10.14 Breach. In the event of breach of this Agreement by any party, all parties may utilize the remedies herein and allowed by law.
- 10.15 Entire Agreement. This Agreement comprises the complete and exclusive statement of the agreement of the Parties concerning the subject matter hereof, and supersedes all previous statements, representations, and agreements concerning the subject matter hereof.

**XI. SIGNATURES OF THE PARTIES**

**11.1 LSU AGRICULTURAL CENTER**

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2022, before me, in the presence of the undersigned competent witnesses after a thorough reading of the whole.

WITNESSES:  
CORPORATION:

LSU AGRICULTURAL CENTER

\_\_\_\_\_

X:\_\_\_\_\_  
BY: Matthew Lee  
AND DULY AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

**11.2 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



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Category Number:  
Item Number: 3.



Monday, September 26, 2022

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**Item Title:**

Award Bid #21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property at 105-A Odesser St. (100%) Parcel #8685)

**Item Summary:**

**RESOLUTION:** Concurring with recommendation of Parish President to award Bid #21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property located at 105-A Odesser St. (100%) to Tremaine White.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	9/13/2022	Executive Summary
Resolution	9/9/2022	Resolution
Backup Material	9/9/2022	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St. to Tremaine White.

### PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Tremaine White for the adjudicated property located at 105-A Odesser St.

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

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

### TOTAL EXPENDITURE

\$3,200.00 (revenue generated)

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

☒ ACTUAL

☐ ESTIMATED

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

☒ N/A

☐ NO

☐ YES

IF YES AMOUNT  
BUDGETED:

☒ N/A

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

PARISHWIDE    1    ☒ 2    3    4    5    6    7    8    9

Sharon Ellis, Purchasing Manager

September 8, 2022

Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 16, 2021 the Terrebonne Parish Council adopted Ordinance No. 9285 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owners of record Gertrude Burks Thomas (1/3), Lillie Mae Burks Broomfield (1/3), and Sylvester Burks (1/3), as surplus:

S/2 LOT 2 GROS SUBD. (Parcel# 8685) (105-A Odesser St.), and

WHEREAS, on August 31, 2022 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St. (100%) (Parcel# 8685), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Tremaine White in the amount of Three Thousand Two Hundred Dollars (\$3,200.00) plus the 5% website transaction fee of One Hundred Sixty Dollars (\$160.00) for a total of Three Thousand Three Hundred Sixty Dollars (\$3,360.00) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9285, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 21-S/P-38 (Re-bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St. (100%) (Parcel# 8685) as described in attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved, and the bid of Tremaine White is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9285.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

CHAIR

**Bid Name:** 21-S/P-38 (Re-Bid)

Bids Opened By: Amanda Porche

**Amount:** 3200.00

Award to Tremaine White, the highest bidder.

<b>Title:</b>	Bid # 21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St, Schriever, LA 70395 (100%) (Parcel # 8685)
<b>Agency:</b>	Louisiana > Terrebonne Parish Consolidated Government
<b>Start date:</b>	29-Aug-2022 08:00:00 AM
<b>End date:</b>	31-Aug-2022 10:30:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
72740	Tremaine30	3200.0000	31-Aug-2022 08:48:47 AM	Tremaine	White	White Auto Sales	whiteautosalesllc@gmail.com	5046849173

<b>Title:</b>	Bid # 21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St, Schriever, LA 70395 (100%) (Parcel # 8685)
<b>Agency:</b>	Louisiana > Terrebonne Parish Consolidated Government
<b>Start date:</b>	29-Aug-2022 08:00:00 AM
<b>End date:</b>	31-Aug-2022 10:30:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
72740	Tremaine30	3200.0000	31-Aug-2022 08:48:47 AM	Tremaine	White	White Auto Sales	whiteautosalesllc@gmail.com	5046849173





Terrebonne Parish Consolidated Government  
Purchasing Division  
301 Plant Road  
Houma, LA 70363 (985) 873-6765

### BUYER'S CERTIFICATE

August 31, 2022

Trephine White  
[whiteautosalesllc@gmail.com](mailto:whiteautosalesllc@gmail.com)

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
21-S/P-38	Surplus Sale of Adjudicated Property Located at 105-A Odesser St. (Parcel #8685) (100%)	\$ 3,200.00

Total Purchases..... \$ 3,200.00  
Web Site Transaction Fee (5%)..... \$ 160.00  
Total Due..... \$ 3,360.00

20% Surety Deposit of \$ 640.00 is due not later than 48 hours or by 9/2/2021 12:30 a.m. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. Please call (985) 873-6765 for an appointment.

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. The final payment of \$ 2,720.00 will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.

Thank you for participating in our auction!

#### FOR OFFICE USE ONLY

Payment Amount: \$ 640.00  
Payment Type: Cashier's Check # 170710  
Payment Date: 9/2/2022  
Received From: Trephine White  
Received By: Crystal Perche  
Items Picked Up: \_\_\_\_\_

Category Number:  
Item Number: 4.



Monday, September 26, 2022

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**Item Title:**

Award Bid #21-S/P-50 Surplus Sale of Adjudicated Property located at Bayou Little Caillou. (100%) (Parcel #34224)

**Item Summary:**

**RESOLUTION:** Concurring with recommendation of Parish President to award Bid #21-S/P-50 Surplus Sale of Adjudicated Property located at Bayou Little Caillou (100%) to Jasson Fey.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	9/13/2022	Executive Summary
Resolution	9/9/2022	Resolution
Backup Material	9/9/2022	Backup Material





## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 21-S/P-50 Surplus Sale of Adjudicated Property Located at Bayou Little Caillou to Jasson Fey.

### PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Jasson Fey for the adjudicated property located at Bayou Little Caillou.

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

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

### TOTAL EXPENDITURE

\$3,467.00 (revenue generated)

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

☐ ACTUAL

☐ ESTIMATED

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

☐ N/A

☐ NO

☐ YES

IF YES AMOUNT  
BUDGETED:

☐ N/A

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

PARISHWIDE

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☒ 9

Sharon Ellis, Purchasing Manager

September 8, 2022

Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 16, 2021 the Terrebonne Parish Council adopted Ordinance No. 9285 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owner of record Paul Joseph Grasso, as surplus:

ON THE LEFT DESCENDING BANK OF BAYOU LITTLE CAILLOU. BOUNDED ABOVE BY LOUIS ESCHETE. BOUNDED BELOW BY WILLIE DUPRE. HAVING A FRONTAGE 1/4 ARPENT BY DEPTH OF SURVEY. (Parcel# 34224) (Bayou Little Caillou), and

WHEREAS, on August 31, 2022 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 21-S/P-50 Surplus Sale of Adjudicated Property Located at Bayou Little Caillou. (100%) (Parcel# 34224), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Jasson Fey in the amount of Three Thousand Four Hundred Sixty-Seven Dollars (\$3,467.00) plus the 5% website transaction fee of One Hundred Seventy-Three and 35/100 Dollars (\$173.35) for a total of Three Thousand Six Hundred Forty and 35/100 Dollars (\$3,640.35) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9285, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 21-S/P-50 Surplus Sale of Adjudicated Property Located at Bayou Little Caillou (100%) (Parcel# 34224) as described in attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved, and the bid of Jasson Fey is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9285.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

CHAIR

**Bid Name:** 21-S/P-50

**Bid Date:** 08/31/2022

**Bids Opened By:** Amanda Porche

**Award Bid To:** Jasson Fey

**Amount:** 3467.00

Award to Jasson Fey, the highest bidder.

<b>Title:</b>	Bid # 21-S/P-50 Surplus Sale of Adjudicated Property Located at Bayou Little Caillou, Chauvin, LA 70344 (100%) (Parcel # 34224)
<b>Agency:</b>	Louisiana > Terrebonne Parish Consolidated Government
<b>Start date:</b>	29-Aug-2022 08:00:00 AM
<b>End date:</b>	31-Aug-2022 09:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
72737	Jassong158	3467.0000	30-Aug-2022 08:43:18 PM	Jasson	Fey	Jasson Fey	jassonfey@gmail.com	5049063430

<b>Title:</b>	Bid # 21-S/P-50 Surplus Sale of Adjudicated Property Located at Bayou Little Caillou, Chauvin, LA 70344 (100%) (Parcel # 34224)
<b>Agency:</b>	Louisiana > Terrebonne Parish Consolidated Government
<b>Start date:</b>	29-Aug-2022 08:00:00 AM
<b>End date:</b>	31-Aug-2022 09:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
72737	Jassong158	3467.0000	30-Aug-2022 08:43:18 PM	Jasson	Fey	Jasson Fey	jassonfey@gmail.com	5049063430



Terrebonne Parish Consolidated Government  
Purchasing Division  
301 Plant Road  
Houma, LA 70363 (985) 873-6765

# BUYER'S CERTIFICATE

August 31, 2022

Jasson Fey  
[jassonfey@gmail.com](mailto:jassonfey@gmail.com)

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
21-S/P-50	Surplus Sale of Adjudicated Property Located at Bayou Little Caillou (Parcel #34224) (100%)	\$ 3,467.00

Total Purchases..... \$ 3,467.00  
Web Site Transaction Fee (5%)..... \$ 173.35  
**Total Due..... \$ 3,640.35**

**20% Surety Deposit of \$ 693.40** is due not later than 48 hours or by 9/2/2021 10:30 a.m. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. **Please call (985) 873-6765 for an appointment.**

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. **The final payment of \$ 2,946.95** will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

**YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.**

Thank you for participating in our auction!

FOR OFFICE USE ONLY

Payment Amount: \$ 1,293.40  
Payment Type: Cashier Check # 448104  
Payment Date: 9/2/2022  
Received From: Jasson Fey  
Received By: Amanda Meke  
Items Picked Up: \_\_\_\_\_

Category Number:  
Item Number: 5.



Monday, September 26, 2022

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**Item Title:**

Award Bid #22-S/P-10 Surplus Sale of Adjudicated Property located at 2741 Bayou Dularge Rd. (50%)  
(Parcel #39825)

**Item Summary:**

**RESOLUTION:** Concurring with recommendation of Parish President to award Bid #22-S/P-10 Surplus Sale of Adjudicated Property located at 2741 Bayou Dularge Rd. (50%) to Terrie Francis.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	9/13/2022	Executive Summary
Resolution	9/9/2022	Resolution
Backup Material	9/9/2022	Backup Material





## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: A resolution awarding Bid 22-S/P-10 Surplus Sale of Adjudicated Property Located at 2741 Bayou Dularge Rd. (50%) to Terrie Francis.

### PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Terrie Francis for the adjudicated property located at 2741 Bayou Dularge Rd. (50%)

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

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods my benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

### TOTAL EXPENDITURE

\$8,334.00 (revenue generated)

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

☐ ACTUAL

☐ ESTIMATED

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

☐ N/A

☐ NO

☐ YES

IF YES AMOUNT  
BUDGETED:

☐ N/A

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

PARISHWIDE    1    2    3    4    5    6    ☒ 7    8    9

*Sharon Ellis*

Sharon Ellis, Purchasing Manager

September 8, 2022

Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 16, 2021 the Terrebonne Parish Council adopted Ordinance No. 9286 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owner of record Roland John Blanchard as surplus:

ON THE LEFT DESCENDING BANK OF BAYOU DULARGE. TRACT ENTITLED "ROLAND JOHN BLANCHARD" ON "SURVEY OF TRACTS A-B-C-D- A & E-F-G-H-I-E IN SECTION 3 T20S R16E". (Parcel# 39825) (2741 Bayou Dularge Rd. 50%), and

WHEREAS, on August 31, 2022 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-10 Surplus Sale of Adjudicated Property Located at 2741 Bayou Dularge Rd. (50%) (Parcel# 39825), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Terrie Francis in the amount of Eight Thousand Three Hundred Thirty-Four Dollars (\$8,334.00) plus the 5% website transaction fee of Four Hundred Sixteen and 70/100 Dollars (\$416.70) for a total of Eight Thousand Seven Hundred Fifty and 70/100 Dollars (\$8,750.70) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9286, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-10 Surplus Sale of Adjudicated Property Located at 2741 Bayou Dularge Rd. (50%) (Parcel# 39825) as described in attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved, and the bid of Terrie Francis is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9286.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

CHAIR



**Bid Name:** 22-S/P-10

**Bid Date:** 08/31/2022

**Bids Opened By:** Amanda Porche

**Award Bid To:** Terrie Francis

**Amount:** 8334.00

Award to Terrie Francis, the highest bidder.

<b>Title:</b>	Bid # 22-S/P-10 Surplus Sale of Adjudicated Property Located at 2741 Bayou Dularge Rd., Theriot, LA 70397 (50%) (Parcel # 39825)
<b>Agency:</b>	Louisiana > Terrebonne Parish Consolidated Government
<b>Start date:</b>	29-Aug-2022 08:00:00 AM
<b>End date:</b>	31-Aug-2022 09:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
72691	Tfrancis67	8334.0000	29-Aug-2022 05:12:35 PM	Terrie	Francis	Wedding Bliss LLC	Terrie@Southcoastdiesel.com	9856884229

<b>Title:</b>	Bid # 22-S/P-10 Surplus Sale of Adjudicated Property Located at 2741 Bayou Dularge Rd., Theriot, LA 70397 (50%) (Parcel # 39825)
<b>Agency:</b>	Louisiana > Terrebonne Parish Consolidated Government
<b>Start date:</b>	29-Aug-2022 08:00:00 AM
<b>End date:</b>	31-Aug-2022 09:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
72691	Tfrancis67	8334.0000	29-Aug-2022 05:12:35 PM	Terrie	Francis	Wedding Bliss LLC	Terrie@Southcoastdiesel.com	9856884229



Terrebonne Parish Consolidated Government  
Purchasing Division  
301 Plant Road  
Houma, LA 70363 (985) 873-6765

### BUYER'S CERTIFICATE

August 31, 2022

Terrie Francis

[Terrie@Southcoastdiesel.com](mailto:Terrie@Southcoastdiesel.com)

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
22-S/P-10	Surplus Sale of Adjudicated Property Located at 2741 Bayou Dularge Rd. (Parcel #39825) (50%)	\$ 8,334.00

Total Purchases..... \$ 8,334.00

Web Site Transaction Fee (5%)..... \$ 416.70

Total Due..... \$ 8,750.70

**20% Surety Deposit of \$ 1,666.80** is due not later than 48 hours or by 9/2/2021 9:30 a.m. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. Please call (985) 873-6765 for an appointment.

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. **The final payment of \$ 7,083.90** will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

**YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.**

Thank you for participating in our auction!

FOR OFFICE USE ONLY

Payment Amount: \$1,666.80  
Payment Type: Cashier's Check # 171254  
Payment Date: 9/1/2022  
Received From: Kerri Lavette  
Received By: Alexandra Boech  
Items Picked Up: \_\_\_\_\_

Category Number:  
Item Number: 6.



Monday, September 26, 2022

---

**Item Title:**

Award Bid #22-S/P-14 Surplus Sale of Adjudicated Property located at 145 Vivian St. (50%) (Parcel #21009)

**Item Summary:**

**RESOLUTION:** Concurring with recommendation of Parish President to award Bid #22-S/P-14 Surplus Sale of Adjudicated Property located at 145 Vivian St. (50%) to Michelle Berthelot.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	9/13/2022	Executive Summary
Resolution	9/9/2022	Resolution
Backup Material	9/9/2022	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: A resolution awarding Bid 22-S/P-14 Surplus Sale of Adjudicated Property Located at 145 Vivian St. (50%) to Michelle Berthelot.

### PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Michelle Berthelot for the adjudicated property located at 145 Vivian St. (50%)

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

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

### TOTAL EXPENDITURE

\$2,067.00 (revenue generated)

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

☒ ACTUAL

☐ ESTIMATED

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

☒ N/A

☐ NO

☐ YES

IF YES AMOUNT  
BUDGETED:

☒ N/A

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

PARISHWIDE

☒ 1

☐ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☐ 9

Sharon Ellis, Purchasing Manager

September 8, 2022

Date



OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 16, 2021 the Terrebonne Parish Council adopted Ordinance No. 9286 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owners of record Loyal D. Galmore III (16.6667%), Laundale Z. Galmore (16.6667%), and Laron J. Galmore (16.6667%) as surplus:

ON THE LEFT DESCENDING BANK OF BAYOU DULARGE. TRACT ENTITLED "ROLAND JOHN BLANCHARD" ON "SURVEY OF TRACTS A-B-C-D- A & E-F-G-H-I-E IN SECTION 3 T20S R16E". (Parcel# 21009) (145 Vivian St. 50%), and

WHEREAS, on August 31, 2022 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-14 Surplus Sale of Adjudicated Property Located at 145 Vivian St. (50%) (Parcel# 21009), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Michelle Berthelot in the amount of Two Thousand Sixty-Seven Dollars (\$2,067.00) plus the 5% website transaction fee of One Hundred Three and 35/100 Dollars (\$103.35) for a total of Two Thousand One Hundred Seventy and 35/100 Dollars (\$2,067.35) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9286, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-14 Surplus Sale of Adjudicated Property Located at 145 Vivian St. (50%) (Parcel# 21009) as described in attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved, and the bid of Michelle Berthelot is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9286.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

CHAIR



<b>Title:</b>	Bid # 22-S/P-14 Surplus Sale of Adjudicated Property Located at 145 Vivian St., Houma, LA 70363 (50%) (Parcel # 21009)
<b>Agency:</b>	Louisiana > Terrebonne Parish Consolidated Government
<b>Start date:</b>	29-Aug-2022 08:00:00 AM
<b>End date:</b>	31-Aug-2022 09:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
72738	micbert	2067.0000	31-Aug-2022 07:13:42 AM	Michelle	Berthelot	n/a	berthelot_missy@att.net	9852092164

<b>Title:</b>	Bid # 22-S/P-14 Surplus Sale of Adjudicated Property Located at 145 Vivian St., Houma, LA 70363 (50%) (Parcel # 21009)
<b>Agency:</b>	Louisiana > Terrebonne Parish Consolidated Government
<b>Start date:</b>	29-Aug-2022 08:00:00 AM
<b>End date:</b>	31-Aug-2022 09:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
72738	micbert	2067.0000	31-Aug-2022 07:13:42 AM	Michelle	Berthelot	n/a	berthelot_missy@att.net	9852092164





Terrebonne Parish Consolidated Government  
Purchasing Division  
301 Plant Road  
Houma, LA 70363 (985) 873-6765

### BUYER'S CERTIFICATE

August 31, 2022

Michelle Berthelot  
[berthelot\\_missy@att.net](mailto:berthelot_missy@att.net)

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
22-S/P-14	Surplus Sale of Adjudicated Property Located at 145 Vivian St. (Parcel #21009) (50%)	\$ 2,067.00

Total Purchases..... \$ 2,067.00  
Web Site Transaction Fee (5%)..... \$ 103.35  
Total Due..... \$ 2,170.35

**20% Surety Deposit of \$ 413.40** is due not later than 48 hours or by 9/2/2021 11:30 a.m. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. Please call (985) 873-6765 for an appointment.

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. **The final payment of \$ 1,756.95** will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

**YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.**

Thank you for participating in our auction!

FOR OFFICE USE ONLY

Payment Amount: \$ 413.40  
Payment Type: Money Order # 9075919333  
Payment Date: 9/1/2022  
Received From: Michelle Berthelot  
Received By: Amanda Piche  
Items Picked Up: \_\_\_\_\_



Monday, September 26, 2022

---

**Item Title:**

Resolution approving the emergency repair of the Brady Road Bridge.

**Item Summary:**

**RESOLUTION:** Concurring with the Parish Administration to approve the agreement with Onshore Materials, LLC to repair the Brady Road Bridge.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	9/22/2022	Executive Summary
Resolution	9/22/2022	Resolution
Recorded Emergency Declaration	9/22/2022	Backup Material
Invoice	9/22/2022	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: Approving the emergency repair of the Brady Road Bridge.

### PROJECT SUMMARY (200 WORDS OR LESS)

Repair of the dilapidated conditions of the Brady Road Bridge.

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

To repair the Brady Road Bridge so that it is operational to vehicle and marine traffic

### TOTAL EXPENDITURE

\$634,100.00

### 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

David Rome, Public Works Director

Print

September 21, 2022

Date

A blue ink signature of David Rome, Public Works Director, written over a horizontal line.

Signature, David Rome Public Works Director

OFFERED BY:  
SECONDED BY:

RESOLUTION NO. 22-

RESOULTION: approving the emergency repair of the Brady Road Bridge.

WHEREAS, Parish President Gordon E. Dove, on September 2, 2022, declared an Emergency Declaration to exist relative to Brady Road Bridge in Terrebonne Parish, so that immediate action could take place to repair the dilapidated condition of the bridge, and

WHEREAS, the Terrebonne Parish Consolidated Government has an obligation to respond to the take all necessary measures to ensure the safety, health and welfare of the citizens of Terrebonne Parish, and

WHEREAS, the Terrebonne Parish Consolidated Government Public Works Department entered into an agreement with Onshore Materials, LLC to provide temporary barge crossing and purchase of the articulated access ramps, mats on barge, lane delineations and hydraulic hoses and winches in the amount of Six Hundred Thirty-four Thousand, One Hundred Dollars and Zero Cents (\$634,100.00), and

WHEREAS, the Parish Presidents concurs with the above mentioned agreement/service to procure immediate repairs to the Brady Road Bridge in order to prepare for disasters and so all vehicles have ingress and egress to Brady Road, South of the Falgout Canal, in case of emergencies, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and ratify the action taken during the Declaration of Emergency by the Public Works Department for the agreements and/or purchases per the attached documents.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_  
TAMMY TRIGGS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

# Terrebonne Parish Recording Page

Theresa A. Robichaux  
Clerk Of Court  
P.O. Box 1569  
Houma, LA 70361-1569  
(985) 868-5660

Received From :  
TERREBONNE PARISH CONSOLIDATED GOVT  
P O BOX 2768  
ATTN: LEGAL DEPT/KAYLA DUPRE  
HOUMA, LA 70360

First VENDOR  
TERREBONNE PARISH CONSOL GOVERNMENT

First VENDEE  
BRADY ROAD BRIDGE INSTABILITY

Index Type : CONVEYANCES  
Type of Document : DECLARATION  
Recording Pages : 4

File # : 1658176

Book : 2687 Page : 310

## Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

*Theresa A. Robichaux*  
Clerk of Court

CLERK OF COURT  
THERESA A. ROBICHAUX  
Parish of Terrebonne  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 09/06/2022 at 3:18:37  
Recorded in Book 2687 Page 310  
File Number 1658176



On (Recorded Date) : 09/06/2022

At (Recorded Time) : 3:18:37PM



Doc ID - 015844900004

*Monica Labreque*  
Deputy Clerk

## Additional Index Recordings

Index Type	Book	Page	File #
MTG	3371	385	1658176

Return To : TERREBONNE PARISH CONSOLIDATED GOVT  
P O BOX 2768  
ATTN: LEGAL DEPT/KAYLA DUPRE  
HOUMA, LA 70360



Terrebonne Parish Consolidated Government  
**EMERGENCY OPERATIONS CENTER**  
*Emergency Declaration – Brady Road Bridge*

---

*Emergency Operations Center Contact: 985 873-6357*

**BY ORDER OF THE OFFICE OF THE PARISH PRESIDENT OF TERREBONNE:**

**WHEREAS**, the Brady Road Bridge is in critical and dilapidated condition and is unable to be used by emergency and heavy vehicles that will be needed in the event of a disaster, as defined in La. R.S. 29:723, such as fire, flooding, and hurricanes; and

**WHEREAS**, the Brady Road Bridge is the only bridge providing citizens ingress and egress to Brady Road, south of Falgout Canal in Theriot, Louisiana; and

**WHEREAS**, Gordon E. Dove, as Parish President of Terrebonne Parish, seeks to issue an Emergency Declaration on this day, declaring a parish-wide state of emergency, to continue until canceled; and

**WHEREAS**, Gordon E. Dove, as Parish President of Terrebonne Parish, wishes to control the ingress and egress to and from the area affected by the instability of the Brady Road Bridge in accordance with his powers under Louisiana Revised Statute 29:727; and

**WHEREAS**, without necessary, timely repairs to the Brady Road Bridge, no vehicle will be able to use the bridge; and

**WHEREAS**, Gordon E. Dove, as Parish President of Terrebonne Parish, wishes to place a barge in the area of the unstable, dilapidated Brady Road Bridge in order conduct repairs for the bridge as well as allow emergency and other vehicles ingress and egress to Brady Road south of the Falgout Canal; and

**WHEREAS**, Gordon E. Dove, as Parish President of Terrebonne Parish, wishes to begin immediate repairs to the Brady Road Bridge in order to prepare for disasters and so all vehicles have ingress and egress to Brady Road, south of the Falgout Canal, in case of emergencies; and

**WHEREAS**, Terrebonne Parish Consolidated Government through Gordon E. Dove, as Parish President is empowered to take all necessary measures to insure the safety, health and welfare of the citizens of Terrebonne Parish as per law including undertaking various emergency work projects as authorized by the emergency provisions of the Louisiana Public Bid Law; and therefore

**IT IS HEREBY ORDERED**, that there be a Parish-wide state of emergency to protect the health, safety, and welfare of the citizens of Terrebonne Parish for disaster management due to the emergency created by the unstable, dilapidated condition of the Brady Road Bridge; and

**IT IS FURTHER ORDERED**, through the Office of the Parish President, the Terrebonne Parish Consolidated Government initiate all necessary emergency measures to place a barge at the location of the unstable, dilapidated Brady Road Bridge to prepare for an emergency that could occur from a disaster; and

**IT IS FURTHER ORDERED**, through the office of the Office of the Parish President initiate all necessary means to all necessary repairs to the Brady Road Bridge in declaration to prepare for emergencies; and

**IT IS FURTHER ORDERED**, that the Office of the Parish President invokes all rights and remedies afforded it under all the laws and constitutions of the United States and State of Louisiana; and

**IT IS FURTHER ORDERED**, that the Office of the Parish President invokes all rights and remedies afforded it under Louisiana Revised Statutes; and

**IT IS FURTHER ORDERED**, that the Office of the Parish President invokes all rights and remedies afforded it under the Terrebonne Parish Charter and Code of Ordinances; and

**IT IS FURTHER ORDERED**, that all standard local and parish procurement procedures are suspended for the acquisition of a barge and necessary repairs, to ensure the health, safety and welfare needs of the people and property of Terrebonne Parish; and

**IT IS FURTHER ORDERED**, that this emergency declaration allows Terrebonne Parish Consolidated Government to be exempted from public bid law for the purchase of a barge and necessary repairs to the Brady Road Bridge in accordance with La R.S. 38:2212(P); and

**IT IS FURTHER ORDERED**, that the Parish Office of Homeland Security and Emergency Preparedness Director, Earl Eues; (985) 873-6357, be hereby designated as point of contact; and

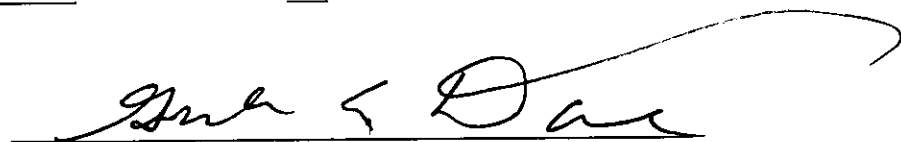
**IT IS FURTHER ORDERED**, that any person or entity that interrupts or interferes with the control of the Parish and/or Parish President shall be prosecuted to the fullest extent of the law; and

**IT IS FURTHER ORDERED**, that this declaration be recorded with the Terrebonne Parish Clerk of Court and given prompt and general publicity and filed with the Office of Emergency Preparedness, all in accordance with La. R.S. 29:727.

**IT IS FURTHER ORDERED**, that this declaration shall be published in the official journal of Terrebonne Parish within ten days of the recording of this declaration as required by La. R.S. 38:2212(P); and

**IT IS FURTHER ORDERED**, that this declaration of emergency is done to meet the requirements of La. R.S. 38:2211, 38:2212(P), and exemption use of the public bid law.

**AT HOUMA, LOUISIANA, THIS** 2 **DAY OF** September,  
**20** 22 **AT** 4 : 15 **O'CLOCK** P .M.



**Gordon E. Dove**  
**Parish President**

NOTICE POSTED AT:

Terrebonne Parish web-page: [tpcg.org](http://tpcg.org)

and

8026 Main Street, Suite 700

Houma, LA 70360

NOTICE SENT TO:

Houma Courier

Official News Journal for Terrebonne Parish Consolidated Government

Declaration set for Publication





**Onshore Materials, LLC**  
"For Your Material Needs"

## Onshore Materials, LLC

127 Lincoln Lane  
Thibodaux, LA 70301  
Phone: (985) 449-0391  
Fax: (985) 447-6729

# Invoice

Invoice Number
7782
Invoice Date
9/16/2022

Bill To: Terrbonne Parish Consolidated  
8026 W Main St. #101

Re: T.P.C.G. - Barge Rental

Houma, LA 70360

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
3223			Net 30 Days	10/16/2022
Description				Price

Temporary Barge Crossing - Dularge, La

634,100.00

Purchase of the articulated access ramps, mats on barge, lane delineations and temporary barge crossing, (Inclusive of 40' spuds, hydraulic lifting unit, hydraulic hoses, hydraulic, winches)

# RECEIVED

SEP 20 2022

Director of  
Public Works  
T.P.C.G

*Dan V. Ruff*  
9/20/22

Subtotal	\$	634,100.00
Sales Tax (if applicable)	\$	0.00
<b>Total Due</b>	<b>\$</b>	<b>634,100.00</b>

Thank you for your business!



Monday, September 26, 2022

---

**Item Title:**

2022 Various Items for Budget Amendment

**Item Summary:**

Introduce an ordinance to amend the 2022 Adopted Operating Budget, 5-Year Capital Outlay Budget, and Budgeted Positions of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

I. Capital Projects Control, \$45,000

II. Valhi Blvd Multi-Use Sidewalks, \$68,689

III. Civic Center, \$3,000

IV. Transit, \$6,325

a. Add two part time Fleet Attendants, Grade 101

and call a public hearing on said matter on Wednesday, October 12, 2022, at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2022 Various Items for Budget Amendment	9/22/2022	Executive Summary
2022 Various Items for Budget Amendment	9/22/2022	Budget Amendment
2022 Various Items for Budget Amendment	9/22/2022	Backup Material



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET, 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.  I. Capital Projects Control, \$45,000 II. Valhi Blvd Multi-Use Sidewalks, \$68,689 III. Civic Center, \$3,000 IV. Transit, \$6,325 a. Add two part time Fleet Attendants, Grade 101

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

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

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

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

Signature

\_\_\_\_\_September 22, 2022\_\_\_\_\_

Date

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

AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET, 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Capital Projects Control, \$45,000
- II. Valhi Blvd Multi-Use Sidewalks, \$68,689
- III. Civic Center, \$3,000
- IV. Transit, \$6,325
  - a. Add two part time Fleet Attendants, Grade 101

#### SECTION I

WHEREAS, Administration is requesting funding to the Capital Projects Control Fund for \$45,000 due to investment losses, and

WHEREAS, the funding source is from the Sales Tax Bond Construction Fund for \$30,000 and the 1998 Public Improvement Construction Fund for \$15,000.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 5-Year Capital Outlay Budget be amended for Capital Projects Control Fund. (Attachment A)

#### SECTION II

WHEREAS, Terrebonne Parish has been awarded funds from the State of Louisiana, Department of Transportation and Development for the Valhi Boulevard Multi-Use Trail Project for \$68,689, and

WHEREAS, the funding will be used to construct approximately three miles of ADA compliant multi-use trail on the southern side of Valhi Boulevard.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Valhi Boulevard Multi-Use Trail Project. (Attachment B)

#### SECTION III

WHEREAS, Administration is requesting funding to the Civic Center for computers in the amount of \$3,000, and

WHEREAS, the funding source is from the General Fund, fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for Civic Center. (Attachment C)

#### SECTION IV

WHEREAS, Administration is requesting to amend the Budgeted Positions, adding two part time Fleet Attendants, Grade 101 for Transit, and

WHEREAS, the budgeted dollars for the change is \$6,325.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Budgeted Positions be amended to recognize the necessary change for the Planning Department. (Attachment D)

#### SECTION V

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes Gordon Dove, Parish President, to execute any and all documents for these amendments as approved by the legal department.

#### SECTION VI

If any work, 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 VII

This Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

Prepared By: Finance Department  
PC File: 2022-Various Items – O  
Date Prepared: 9/21/22 BA #18

ATTACHMENT A - Capital Projects Control

-

	2022		
	Adopted	Change	Amended
Fund Balance (decrease)	n/a	(30,000)	n/a
Transfer to Capital Projects Control Fund		30,000	30,000
Transfer from Sales Tax Bond Constr Fd		(30,000)	(30,000)
Fund Balance (increase)	n/a	45,000	n/a
Fund Balance (decrease)	n/a	(15,000)	n/a
Transfer to Capital Projects Control Fund		15,000	15,000
Transfer from '98 Public Improv Cons Fd		(15,000)	(15,000)

ATTACHMENT B - Valhi Blvd Multi-Use Sidewalks

	2022		
	Adopted	Change	Amended
Valhi Blvd Multi Use-Sidewalks	20,000	68,689	88,689
DOTD-Valhi Blvd Multi Use-Sidewalks		(68,689)	(68,689)

ATTACHMENT C - Civic Center

-

	2022		
	Adopted	Change	Amended
Computer Equipment		3,000	3,000
Transfer to Capital Projects Control Fund	(986,915)	(3,000)	(989,915)
Transfer from Sales Tax Bond Constr Fd	986,915	3,000	989,915
Fund Balance (decrease)	n/a	(3,000)	n/a

ATTACHMENT D - Transit

	2022		
	Adopted	Change	Amended
Salaries & Wages		5,553	5,553
FICA		344	344
Medicare		81	81
Unemployment Compensation		83	83
Workmen's Compensation		264	264
Fund Balance (decrease)	n/a	(6,325)	n/a

ATTACHMENT D - Transit

JOB TITLE	2022			PAY GRADE	ANNUAL SALARY		
	Adopted	Change	Amended		MIN	MID	MAX
Part time Fleet Attendant	0	2	2	101	11,107	14,258	17,409

*Section I*

**Kayla Dupre**

---

**From:** Kandace Mauldin  
**Sent:** Wednesday, September 21, 2022 7:47 AM  
**To:** Kayla Dupre  
**Subject:** Budget Amendment

We need to do a budget amendment for the following:

- From 667 Fund Balance - \$30,000
- From 698 Fund Balance - \$15,000
- To 659 Fund Balance - \$45,000

This is to cover some of the investment losses we had in the prior year.

**Kandace M. Mauldin, CPA**

Chief Financial Officer  
Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361  
Office: 985-873-6459  
FAX: 985-873-6457





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**Felicia Aubert**

**From:** Joan Schexnayder  
**Sent:** Tuesday, September 20, 2022 10:15 AM  
**To:** Felicia Aubert  
**Subject:** RE: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

They don't give us that. They say they will pay 80% in the agreement I just sent you. The Engineering agreement that triggered this email is for \$85,861.00 80% of that is \$68,688.80. I was incorrect in my DOTD amount in email below.

Joan E. Schexnayder, P.E.  
Staff Engineer  
T.P.C.G. – Engineering Division  
Phone: (985)873-6720

**Go Green.** Please consider the environment before printing this email.



---

**From:** Felicia Aubert <faubert@tpcg.org>  
**Sent:** Tuesday, September 20, 2022 10:07 AM  
**To:** Joan Schexnayder <jschex@tpcg.org>  
**Subject:** RE: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

Do you have anything that shows how much has been awarded for this project?

*Felicia Aubert*

Terrebonne Parish Consolidated Government  
Contracts Coordinator  
8026 Main Street  
Houma, LA 70360  
P: 985-873-6733  
[faubert@tpcg.org](mailto:faubert@tpcg.org)

---

**From:** Joan Schexnayder <jschex@tpcg.org>  
**Sent:** Tuesday, September 20, 2022 10:01 AM  
**To:** Felicia Aubert <faubert@tpcg.org>  
**Subject:** RE: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

Joan E. Schexnayder, P.E.  
Staff Engineer  
T.P.C.G. – Engineering Division  
Phone: (985)873-6720

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**From:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>  
**Sent:** Tuesday, September 20, 2022 10:00 AM  
**To:** Joan Schexnayder <[jschex@tpcg.org](mailto:jschex@tpcg.org)>  
**Subject:** FW: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

Do you have the signed agreement from the State awarding fund for the budget amendment?

Thanks,

*Felicia Aubert*

Terrebonne Parish Consolidated Government  
Contracts Coordinator  
8026 Main Street  
Houma, LA 70360  
P: 985-873-6733  
[faubert@tpcg.org](mailto:faubert@tpcg.org)

---

**From:** Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>  
**Sent:** Tuesday, September 20, 2022 9:44 AM  
**To:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>  
**Subject:** FW: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

Please look to see if we have this in our budget, if not have Kayla prepare a budget amendment.

---

**From:** Joan Schexnayder <[jschex@tpcg.org](mailto:jschex@tpcg.org)>  
**Sent:** Tuesday, September 20, 2022 9:37 AM  
**To:** Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>  
**Subject:** FW: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

I will be putting the resolution to authorize the signing of the engineering agreement. I know our match is in the account but I'm not sure if we ever recognized the DOTD funding. For this agreement the amount would be \$65,861.

Joan E. Schexnayder, P.E.  
Staff Engineer  
T.P.C.G. – Engineering Division

Phone: (985)873-6720

**Go Green.** Please consider the environment before printing this email.



**From:** Anthony Moore (DOTD) <[Anthony.Moore2@la.gov](mailto:Anthony.Moore2@la.gov)>  
**Sent:** Thursday, September 15, 2022 10:35 AM  
**To:** Joan Schexnayder <[jschex@tpcg.org](mailto:jschex@tpcg.org)>  
**Cc:** Ryan Richard (DOTD) <[Ryan.Richard@LA.GOV](mailto:Ryan.Richard@LA.GOV)>; Contracts Group <[Contracts@providenceeng.com](mailto:Contracts@providenceeng.com)>  
**Subject:** FW: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

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## External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

Good morning, Ms. Schexnayder.

Yesterday afternoon this email was sent out on the above referenced contract. I inadvertently missed including you in the original disbursement. Please accept my sincerest apologies.

Respectfully,

*Skeeter Moore*

**Anthony Michael 'Skeeter' Moore**  
Contracts / Grants Reviewer  
DOTD Consultant Contract Services  
Office: 225.379.1477  
Room: 405H



---

**From:** Anthony Moore (DOTD) <[Anthony.Moore2@la.gov](mailto:Anthony.Moore2@la.gov)>  
**Sent:** Wednesday, September 14, 2022 12:44 PM  
**To:** Aimee Killeen <[aimeekilleen@providenceeng.com](mailto:aimeekilleen@providenceeng.com)>  
**Cc:** Ryan Richard (DOTD) <[Ryan.Richard@LA.GOV](mailto:Ryan.Richard@LA.GOV)>; Whitney Howell <[whitneyhowell@providenceeng.com](mailto:whitneyhowell@providenceeng.com)>; Contracts Group <[Contracts@providenceeng.com](mailto:Contracts@providenceeng.com)>; Suarez, Daniel (FHWA) <[daniel.suarez@dot.gov](mailto:daniel.suarez@dot.gov)>; Zachary, Denise (FHWA) <[Denise.Zachary@dot.gov](mailto:Denise.Zachary@dot.gov)>; Stinson, Mark (FHWA) <[Mark.Stinson@dot.gov](mailto:Mark.Stinson@dot.gov)>; Chris Morvant <[Chris.Morvant@LA.GOV](mailto:Chris.Morvant@LA.GOV)>; Anthony Moore (DOTD) <[Anthony.Moore2@la.gov](mailto:Anthony.Moore2@la.gov)>  
**Subject:** CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

E: 659-710-8912-24 \$ 68,688.80

**Valhi Blvd., Multi-Use Trail, Phase 1**

**STATE PROJECT NO. H.013340**

**Revised 2/7/2022 JES**

**659-310-8912-24**

R: 659-000-6315-24 \$ 68,688.80

TOTAL PROJECT BUDGET (as per 2022 Budget Book) \$ 20,000.00

DOTD \$ -  
TPCG \$ 20,000.00  
Pending Ordinance

Engineering Contract Amount \$ 85,861.00  
Design \$ 85,861.00  
CE&I

Construction Contract Amount \$ -

Other \$ -

Contingency (10%) \$ -

**TOTAL PROJECT COST \$ 85,861.00**

**AMOUNT LEFT IN CONTRACT FUND (\$65,861.00)**

STATE NO.	FAP	INELIGIBLE COSTS	ELIGIBLE COSTS	20% TPCG	80% DOTD	MAX FEDERAL FUNDS	AMOUNT PAID TPCG
H.013340	H013340	\$0.00	\$85,861.00	\$17,172.20	\$68,688.80	\$0.00	\$17,172.20
						amount budgeted	\$20,000.00
						amount surplus	\$2,827.80

\$68,688.80 DOTD 80% Share  
\$0.00 DOTD Previously Budgeted  
\$68,688.80 DOTD Amount to be Budgeted

Good afternoon.

Please print and sign **6 originals** of the proposed document between the Entity associated with this contract and your firm. Once you have signed the documents, please forward the documents to:

Entity Contact: Joan Schexnayder  
Entity Name: Terrebonne Parish Consolidated Government  
Address: P. O. Box 2768  
City, State, Zip: Houma, LA 70361  
Phone Number: (985) 873-6720

As a part of our legal requirements for Original Contracts, the following documents must be returned with the signed contracts:

1. Urban Certification of Consultant form (see attached form)
  2. Certification of Nonprocurement Debarment and Suspension form (see attached form)
  3. Consultants Statement of Subcontract Participation (see attached form)
- 
- 

**Attention Terrebonne Parish Consolidated Government:**

Upon receipt of the above **six (6) original** sign documents, please sign the documents and return **two (2) originals** signed documents and Notice to Proceed to DOTD / ATTN: Anthony Michael 'Skeeter' Moore / Room 405E. We will forward a fully executed copy of the document for your files.

As a part of our legal requirements, please print and return the documents noted below (**1 original**) with signed documents:

1. **Resolution Form**
2. **(Attached) – Entity Certification of the Entity to DOTD**

Thank you,

If you have any questions or comments regarding this email, please contact **Anthony Michael 'Skeeter' Moore at (225) 379-1477**. Thank you.

Respectfully,

*Skeeter Moore*

**Anthony Michael 'Skeeter' Moore**  
Contract / Grants Reviewer  
DOTD Consultant Contract Services  
225.379.1477

1201 Capitol Access Road  
Baton Rouge, LA 70802





Office of Engineering  
PO Box 94245 | Baton Rouge, LA 70804-9425  
ph: 225-379-1025 | fx: 225-379-1857

John Bel Edwards, Governor  
Shawn D. Wilson, Ph.D., Secretary

January 29, 2021

Ms. Joan Schexnayder, Staff Engineer  
Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361

Re: **Original Agreement**  
**State Project No. H.013340**  
F.A.P. No. H013340  
Valhi Blvd. Multi-Use Trail, Phase 1  
Terrebonne Parish

Dear Ms. Schexnayder:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and Terrebonne Parish Consolidated Government dated January 28, 2021.

If you have any questions or comments, please contact **Terrance Cage** at (225) 379-1891 or email at [terrance.cage@la.gov](mailto:terrance.cage@la.gov).

Sincerely,

Kathy Ward  
Contract/Grants Reviewer Manager

KW: tc

Attachments

pc: Mr. Ryan Richard  
Mr. David Smith, District 24 Administrator  
Ms. Elaine Rougeau  
Ms. Susan Broadway  
Ms. Vallouise Daniels

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2023 - FIVE YEAR CAPITAL OUTLAY  
FUND 659 - CAPITAL PROJECTS CONTROL**

659-310-8912-24  
VALHI BLVD MULTI USE-SIDEWALKS  
STATE PROJECT # H.013340  
R: 659-000-6315-24

TOTAL FUNDING	\$	88,689
EXPENDITURES THRU 12/31/21		-
PROJECT BALANCE	\$	<u>88,689</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2022	2023	2024	2025	2026	2027
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	20,000						
Oct-22	PENDING BA	DOTD		68,689					
LESS PRIOR YEARS EXPENDITURES									
FUNDS AVAILABLE			\$ 20,000	\$ 68,689	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: PROVIDENCE ENGINEERING**

**DESCRIPTION:** To construct multi use sidewalks along Valhi Blvd.



STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.013340  
FEDERAL AID PROJECT NO. H013340  
VALHI BLVD. MULTI-USE TRAIL, PHASE 1  
TERREBONNE PARISH

THIS AGREEMENT, is made and executed in two originals on this 28 day of March, 2021, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “DOTD,” and the **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, hereinafter referred to as “Entity”.

**WITNESSETH:** That;

**WHEREAS**, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

**WHEREAS**, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

**WHEREAS**, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

**WHEREAS**, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

**WHEREAS**, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

**WHEREAS**, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

**WHEREAS**, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

**WHEREAS**, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement.

#### **ARTICLE I: PROJECT DESCRIPTION**

The improvement, hereinafter referred to as “Project,” that is to be undertaken under this Agreement is to construct approximately 3 miles of ADA compliant multi-use trail on the southern side of Valhi Blvd., in Houma, Terrebonne Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.013340 and Federal Project No. H013340**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Responsibility Table Roadway Control Section 000-55			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	Yes	No	If PCE, DOTD may prepare the environmental document
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Services	Yes	No	
Acquisition and Relocation	Yes	No	
Permits	Yes	No	
Utility (Clearance/Permits/Relocation)	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

## ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Funding Table <sup>1</sup> Roadway Control Section 000-55			
Method of Payment	Disbursement		
	Percentage Funded By Entity <sup>2</sup>	Percentage Funded By DOTD <sup>3,4</sup>	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	20%	80%	80% Federal 0% State
Rights-of-Way			
Services	100%	0%	
Acquisition and Relocation	100%	0%	
Utility (Clearance/Permits/Relocation) <sup>5</sup>	100%	0%	
Construction	20%	80%	80% Federal 0% State
Construction Engineering and Inspection	20%	80%	80% Federal 0% State
Non-Infrastructure Enhancements	100%	0%	

<sup>1</sup>Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

<sup>2</sup>If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the Entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the Entity prior to any preconstruction contract action or construction letting.

<sup>3</sup>When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.

<sup>4</sup>DOTD portion shall be funded by Federal Funds

<sup>5</sup>Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages the contract for an off-system (locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on the most current federally-

approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request, in writing from the DOTD Project Manager, an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraph, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment form DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings

for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

### **ARTICLE III: PROJECT RESPONSIBLE CHARGE**

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.

- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge



#### **ARTICLE IV: PERIOD OF PERFORMANCE**

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred: specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

#### **ARTICLE V: CONSULTANT SELECTION**

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

**Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.**

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the Entity is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the

Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

#### **ARTICLE VI: ENVIRONMENTAL PROCESS**

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

#### **ARTICLE VII: PRE-CONSTRUCTION ENGINEERING**

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards For Highways”) and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the

Rehabilitation Act of 1973. 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website ([http://www.sp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx](http://www.sp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)).

The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity’s name where projects are built on state rights-of-way.

#### **ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION**

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD’s Right-of-Way Manual; DOTD’s LPA Right-of-Way Manual; DOTD’s Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the “Location & Survey Manual.”

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

#### **ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY**

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

#### **ARTICLE X: PERMITS**

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

## **ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION**

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

## **ARTICLE XII: BIDS FOR CONSTRUCTION**

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity

will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

### **ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION**

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.

2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.
7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
8. Shop drawing review is the responsibility of the design engineer.
9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 day for projects over \$2 million.



The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

#### **ARTICLE XIV: SUBCONTRACTING**

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

#### **ARTICLE XV: DBE REQUIREMENTS**

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration

of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

#### **ARTICLE XVI: DIRECT AND INDIRECT COSTS**

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

#### **ARTICLE XVII: RECORD RETENTION**

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

#### **ARTICLE XVIII: CANCELLATION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids,

provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.

3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.
5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
  - (1) Project for acquisition of rights-of-way. In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.
  - (2) Preliminary engineering project. In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.
6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

#### **ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS**

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended;

Entity/State Agreement  
S.P. No. H013340  
F.A.P. No. H013340  
Valhi Blvd. Multi-Use Trail, Phase I  
Terrebonne Parish  
Page 19 of 22

and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **ARTICLE XX: INDEMNIFICATION**

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

#### **ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE**

##### **Construction— DOTD**

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If DOTD is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

### **Construction— Entity**

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the

courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

#### **ARTICLE XXII: HOUSE BILL 1 COMPLIANCE**

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

#### **ARTICLE XXIII: COMPLIANCE WITH LAWS**

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

#### **ARTICLE XXIV: VENUE**

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Lellani H. Adams

Lellani H. Adams

Deborah W. Greco

Deborah W. Greco

TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

BY:

Gordon E. Dove

Gordon E. Dove

Typed or Printed Name

Parish President

Title

72-6001390

Taxpayer Identification Number

07-507-7511

DUNS Number

20.205

CFDA Number

WITNESSES:

Carmel Dupart  
Dyana J. Williams

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY:

Michael P. Kelly

Michael P. Kelly  
per Secretary

RECOMMENDED FOR APPROVAL:

BY:

Carmel Dupart



FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 659-310-8912-24

CAPITAL PROJECTS CONTRL

ROADS & BRIDGES

VALHI BLVD MULTI USE-SIDEWALKS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	20,000	.00	0	20,000
CLOSED:				
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	20,000	.00	N/A	20,000
2021	20,000	.00	N/A	20,000

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT    CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

*Section III*

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**Kayla Dupre**

**From:** Dean Schouest  
**Sent:** Wednesday, September 21, 2022 12:34 PM  
**To:** Kayla Dupre  
**Subject:** RE: Computers

Good afternoon,  
The quote for the two new computers for ~~you~~ and Peter is \$2994.34.

**From:** Kayla Dupre  
**Sent:** Wednesday, September 21, 2022 7:27 AM  
**To:** Dean Schouest <dschouest@houmaciviccenter.com>  
**Subject:** Computers

A budget amendment will need to be done for the computers. Send me an email with the amount and the computers that need to be purchased.

Thanks,

*Kayla Dupre*  
Comptroller

Terrebonne Parish Consolidated Government  
8026 Main St., Suite 300, Houma, LA 70360  
Phone: (985) 873-6452 fax: (985) 873-6457  
[kdupre@tpcg.org](mailto:kdupre@tpcg.org)



FD171GG

## GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 385-000-7101-51

CIVIC CENTER O &amp; M FUND

NO DEPARTMENT NAME

GENERAL FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	986,915	740,186.27-	0	246,729-
CLOSED:				
2016	806,492	806,492.00-	N/A	0
2017	484,483	484,483.00-	N/A	0
2018	1,002,379	1,002,379.00-	N/A	0
2019	1,002,379	1,002,379.00-	N/A	0
2020	986,915	986,915.00-	N/A	0
2021	986,915	986,915.00-	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 151-999-9103-85

GENERAL FUND

OPERATING TRANSFERS

CIVIC CENTER O&M FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	986,915	740,186.27	0	246,729

CLOSED:

2016	806,492	806,492.00	N/A	0
2017	484,483	484,483.00	N/A	0
2018	1,002,379	1,002,379.00	N/A	0
2019	1,002,379	1,002,379.00	N/A	0
2020	986,915	986,915.00	N/A	0
2021	986,915	986,915.00	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section IV

**Kayla Dupre**

---

**From:** Wendell Voisin  
**Sent:** Monday, September 19, 2022 11:46 AM  
**To:** Kayla Dupre  
**Cc:** David Rome; Gayle Vaughn  
**Subject:** Budget Amendment

Kayla,

Please do an amendment to our 2022 budget to allow for two (2) Part time Fleet Attendants Grade 101. These positions were somehow left out of our budget.

Thank you.

**Wendell Voisin**  
**Public Transit Administrator**  
Terrebonne Parish Consolidated Government  
985-850-4616, ext.408



237-693

		ESTIMATED AMOUNT
A. Current Salaries		<u>5,553</u>
FICA	6.20%	<u>344 8121-01</u>
MEDICARE	1.45%	<u>81 8121-02</u>
		<u>- 8122-01</u>
		<u>-</u>
UNEMPLOYMENT COMPENSATION	1.50%	<u>83 8132-01</u>
WORKER'S COMPENSATION	4.75%	<u>264 8133-01</u>
GROUP INSURANCE:		
	3 months	6,325

---

**Rhonda Samanie**

**From:** Gayle Vaughn  
**Sent:** Monday, September 19, 2022 9:42 AM  
**To:** Rhonda Samanie  
**Subject:** RE: PT Fleet Attendant

Chandler Rodenkirch, Somalia Swing, Rhonda Marcel...(Chandler replace Rhonda)

Thank you,

Gayle J. Vaughn  
Office Manager



**GOOD EARTH  
TRANSIT**

Terrebonne Parish Consolidated Government  
Phone: (985) 850-4616 ext. 409  
Fax: (985) 850-4619

*Sanitizer*  
*7-26-21 hired*

---

**From:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Sent:** Monday, September 19, 2022 9:41 AM  
**To:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Subject:** RE: PT Fleet Attendant

Can you give me the name of the person who was employed for this position?

---

**From:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Sent:** Monday, September 19, 2022 9:20 AM  
**To:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Subject:** RE: PT Fleet Attendant

I am sure I have something from David Rome. Let me look back...

Thank you,

Gayle J. Vaughn  
Office Manager



**GOOD EARTH  
TRANSIT**

Terrebonne Parish Consolidated Government  
Phone: (985) 850-4616 ext. 409



Fax: (985) 850-4619

**From:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Sent:** Monday, September 19, 2022 9:19 AM  
**To:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Cc:** Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>  
**Subject:** RE: PT Fleet Attendant

Gayle,

I just spoke with Kandace & she doesn't recall that discussion. Do you have something in writing approving that?

Rhonda

**From:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Sent:** Monday, September 19, 2022 9:14 AM  
**To:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Subject:** RE: PT Fleet Attendant

These positions were created because of FTA requirements for COVID. We opened them with David Rome and Kandace Mauldin's approval in 2021. We had them filled but a couple of months ago both employees left for other employment.

Thank you,

Gayle J. Vaughn  
Office Manager



Terrebonne Parish Consolidated Government  
Phone: (985) 850-4616 ext. 409  
Fax: (985) 850-4619

**From:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Sent:** Monday, September 19, 2022 8:51 AM  
**To:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Subject:** PT Fleet Attendant

Good morning Gayle,

I see that they have a job opening for a PT Fleet Attendant for Public Works/Transit. I don't see that position at all on the budgeted positions for 2022 or 2023.

Can you please help me understand the opening?

*Thank you,*



---

**Rhonda Samanie**

**From:** Gayle Vaughn  
**Sent:** Monday, September 19, 2022 10:14 AM  
**To:** Rhonda Samanie  
**Subject:** FW: Part time bus sanitizers

This is all I could find on the matter.

Thank you,

Gayle J. Vaughn  
Office Manager



Terrebonne Parish Consolidated Government  
Phone: (985) 850-4616 ext. 409  
Fax: (985) 850-4619

---

**From:** Wendell Voisin <[wvoisin@tpcg.org](mailto:wvoisin@tpcg.org)>  
**Sent:** Monday, September 19, 2022 10:11 AM  
**To:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Subject:** FW: Part time bus sanitizers

---

**From:** David Rome <[drome@tpcg.org](mailto:drome@tpcg.org)>  
**Sent:** Friday, June 18, 2021 12:17 PM  
**To:** Wendell Voisin <[wvoisin@tpcg.org](mailto:wvoisin@tpcg.org)>  
**Cc:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>; Laura Benoit <[lbenoit@tpcg.org](mailto:lbenoit@tpcg.org)>  
**Subject:** RE: Part time bus sanitizers

We received permission to open them, but I do not believe we received any paperwork/FAST form to open them.

**David V. Rome, Jr.**  
**DIRECTOR OF PUBLIC WORKS**

Terrebonne Parish Consolidated Government  
Ph# (985) 873-6735



Go Green  Please consider the environment before printing this email.

**From:** Wendell Voisin <[wvoisin@tpcg.org](mailto:wvoisin@tpcg.org)>  
**Sent:** Wednesday, June 16, 2021 5:03 PM  
**To:** David Rome <[drôme@tpcg.org](mailto:drôme@tpcg.org)>  
**Cc:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Subject:** Part time bus sanitizers

David,

I was just checking in to see if our two part-time field techs for bus sanitizer positions are still approved. We have not seen the positions being opened yet, so I am just checking on the status of them.

Thanks.

**Wendell Voisin**  
**Public Transit Administrator**  
**Terrebonne Parish Consolidated Government**  
**985-850-4616, ext.408**

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8111-01

FTA GRANT

VEHICLE MAINTENANCE

SALARIES & WAGES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	111,176	87,917.43	0	23,259
CLOSED:				
2016	143,648	112,661.20	N/A	30,987
2017	163,296	97,772.20	N/A	65,524
2018	167,520	102,421.35	N/A	65,099
2019	168,703	78,933.69	N/A	89,769
2020	178,206	95,805.60	N/A	82,400
2021	111,155	96,229.31	N/A	14,926

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8121-01

FTA GRANT

VEHICLE MAINTENANCE

FICA

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	10,613	7,714.40	0	2,899
CLOSED:				
2016	8,858	7,297.51	N/A	1,560
2017	10,135	7,577.35	N/A	2,558
2018	12,412	7,318.85	N/A	5,093
2019	12,384	7,469.74	N/A	4,914
2020	13,324	9,645.50	N/A	3,679
2021	9,682	9,583.36	N/A	99

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8121-02

FTA GRANT

VEHICLE MAINTENANCE

MEDICARE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	2,482	1,804.09	0	678
CLOSED:				
2016	2,072	1,706.59	N/A	365
2017	2,370	1,772.00	N/A	598
2018	2,902	1,791.92	N/A	1,110
2019	2,815	1,812.92	N/A	1,002
2020	2,969	2,515.57	N/A	453
2021	2,264	2,241.12	N/A	23

ENTER = CONTINUE

CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF05 = DSP INV JE  
CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

FD171GG

## GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8132-01

FTA GRANT

VEHICLE MAINTENANCE

UNEMPLOYMENT COMPENSATION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	2,568	1,466.12	0	1,102
CLOSED:				
2016	1,664	1,832.71	N/A	169-
2017	1,729	1,903.69	N/A	175-
2018	2,384	1,927.30	N/A	457
2019	2,221	1,791.22	N/A	430
2020	2,465	2,406.76	N/A	58
2021	2,342	2,390.04	N/A	48-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8133-01

FTA GRANT

VEHICLE MAINTENANCE

WORKMEN'S COMPENSATION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	8,131	5,829.87	0	2,301
CLOSED:				
2016	5,059	4,681.58	N/A	377
2017	5,633	4,822.34	N/A	811
2018	6,850	4,882.44	N/A	1,968
2019	7,554	5,658.05	N/A	1,896
2020	8,339	7,587.78	N/A	751
2021	7,417	7,545.46	N/A	128-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL



Monday, September 26, 2022

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**Item Title:**

Ordinance for an Act of Exchange with JMB Partnership, LLC

**Item Summary:**

Introduce an Ordinance to Enter into an Act of Exchange with JMB Partnership, LLC, Including TPCG's Abandoning of a Servitude in Favor of JMB, JMB's Transfer of Property to TPCG for Access to Bayou Grand Caillou, JMB's Transfer of Property in Fee Title to TPCG with a Levee and a Drainage Ditch, the Maintenance and Preservation of TPCG's Servitude, and JMB's Acknowledgment of TPCG's Servitudes on the Property; and call a Public Hearing on Wednesday, October 12, 2022 at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	9/22/2022	Executive Summary
Ordinance	9/22/2022	Ordinance
Act of Exchange	9/22/2022	Backup Material
Cedar Grove Report	9/22/2022	Backup Material





## EXECUTIVE SUMMARY

### PROJECT TITLE

Introduce an Ordinance to Enter into an Act of Exchange with JMB Partnership, LLC, Including TPCG's Abandoning of a Servitude in Favor of JMB, JMB's Transfer of Property to TPCG for Access to Bayou Grand Caillou, JMB's Transfer of Property in Fee Title to TPCG with a Levee and a Drainage Ditch, the Maintenance and Preservation of TPCG's Servitude, and JMB's Acknowledgment of TPCG's Servitudes on the Property; and call a Public Hearing on Wednesday, October 12, 2022 at 6:30 p.m.

### PROJECT SUMMARY (200 WORDS OR LESS)

TPCG desire to enter into an Act of Exchange with JMB Partnership, LLC. JMB owns immovable property that it desires to use portions of the immovable property as mitigation bank and they have acquired all the necessary permitting, followed all the laws and regulations and have performed the proper drainage plan for the mitigation bank. JMB has removed levees, filled in drainage ditches, and created levees to enhance the mitigation bank.

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

This will provide a public service and benefit for the residents of Terrebonne Parish by assisting in protection of its utility poles as well as drainage and flood protection.

### TOTAL EXPENDITURE

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
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Mike Toups, Parish Manager

09/22/2022  
Date

OFFERED BY:

SECONDED BY:

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

AN ORDINANCE TO ENTER INTO AN ACT OF EXCHANGE WITH JMB PARTNERSHIP, LLC, INCLUDING TPCG'S ABANDONING OF A SERVITUDE IN FAVOR OF JMB, JMB'S TRANSFER OF PROPERTY TO TPCG FOR ACCESS TO BAYOU GRAND CAILLOU, JMB'S TRANSFER OF PROPERTY IN FEE TITLE TO TPCG WITH A LEVEE AND A DRAINAGE DITCH, THE MAINTENANCE AND PRESERVATION OF TPCG'S SERVITUDE, AND JMB'S ACKNOWLEDGMENT OF TPCG'S SERVITUDES ON THE PROPERTY

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to acquire, convey, or lease any lands or property of the parish government.; and

WHEREAS, TPCG desires to enter into an Act of Exchange with JMB Partnership, LLC (JMB) (see attached, to subject to legal); and

WHEREAS, JMB owns immovable property, acquired under COB 2556, Page 755, Entry No. 1571490, that it desires to use portions of the immovable property as mitigation bank; and

WHEREAS, JMB has acquired all necessary permitting, followed all laws and regulations, and has performed the proper drainage plan for the mitigation bank; and

WHEREAS, T Baker Smith as well as David Waitz provided levee construction design, hydrology studies, and surveys for the mitigation bank, while the remainder of the work was done by JMB; and

WHEREAS, JMB has removed levees, filled in drainage ditches, and created levees to enhance the mitigation banks; and

WHEREAS, TPCG has servitudes and right of ways on the property that shall remain in effect.

WHEREAS, permits have been issued to JMB by federal, state, and local government; and

WHEREAS, JMB will also compensate TPCG, in the amount of twelve thousand (\$12,000.00) dollars, for the maintenance and preservation of TPCG's servitude,

WHEREAS, TPCG believes that entering into this Act of Exchange will provide a public service and benefit for the residents of Terrebonne Parish by assisting in protection of its utility poles as well as drainage and flood protection; and

WHEREAS, this Act of Exchange contains, but is not limited to, TPCG's abandoning of a servitude in favor of JMB, JMB's transfer of property to TPCG for access to Bayou Grand Caillou, JMB's transfer of property in fee title to TPCG with a levee and a drainage ditch, the maintenance and preservation of TPCG's servitude, and JMB's acknowledgment of TPCG's servitudes on the property; and

WHEREAS, in accordance with La. Const. Art. VII(A), TPCG finds that the terms of this Act of Exchange, taken as a whole, are not gratuitous, and that this act of exchange has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure of its public funds for the public at large; and

WHEREAS, this Agreement will be mutually beneficial to the parties in furtherance of their respective purposes and duties, and TPCG expects to receive benefits for themselves and the public at least equivalent to the costs of the responsibilities undertaken pursuant hereto; and

**SECTION I**

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that on behalf of the Terrebonne Parish Consolidated Government hereby agrees to execute the Act of Exchange with JMB Partnership, LLC, subject to changes by legal.

**SECTION IV**

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

**SECTION V**

NOW, LET IT FURTHER BE ORDAINED this Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
DARRIN GUIDRY, CHAIR  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
TAMMY TRIGGS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed

Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\* \* \* \* \*

I, 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 \_\_\_\_\_, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
TAMMY TRIGGS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**ACT OF EXCHANGE**  
**STATE OF LOUISIANA**  
**PARISH OF TERREBONNE**

KNOW ALL MEN BY THESE PRESENTS, this Act of Exchange (“Act of Exchange”) entered into on the dates hereinafter indicated by and between:

**1 PARTIES**

**1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT** (hereinafter referred to as “TPCG”), a political subdivision of the State of Louisiana, whose mailing address is 8026 W Main St, Houma, LA 70360 herein appearing by and through Gordon E. Dove, Parish President, duly authorized by authority in Ordinance Number \_\_\_\_\_; and

**1.2 JMB PARTNERSHIP, LLC (TIN XX-XXX-0862)**, (hereinafter referred to as “JMB”), a Louisiana Limited Liability Company, authorized to do business in Terrebonne Parish, Louisiana, whose mailing address for the purposes herein is 203 Main Street, Franklin LA 70538, represented herein by and through Glenn Vice, its agent, duly authorized as per attached Certificate of Authority.

**II RECITALS**

**2.1 WHEREAS**, TPCG is a legislatively created local political subdivision of the State of Louisiana with the constitution and statutory authority to enter into this agreement; and

**2.2 WHEREAS**, TPCG desires to enter into an Act of Exchange with JMB; and

**2.3 Whereas** JMB owns immovable property, acquired under COB 2556, Page 755, Entry No. 1571490 that it desires to use portions of the immovable property as mitigation bank, shown in a March 2, 2022 plat by T. Baker Smith which is incorporated herein and attached hereto as Exhibit A; and

**2.4 WHEREAS**, JMB has acquired all necessary permitting, followed all laws and regulations, and has performed the proper drainage plan for the mitigation bank; and

**2.5 WHEREAS**, T Baker Smith as well as David Waitz provided levee construction design, hydrology studies, and surveys for the mitigation bank, while the remainder of the work was done by JMB; and

**2.6 WHEREAS**, JMB has removed levees, filled in drainage ditches, and created levees to enhance the mitigation banks; and

**2.7 WHEREAS**, TPCG has servitudes and right of ways on the property referenced in 2.3, that shall remain in effect.

**2.8 WHEREAS**, permits have been issued to JMB by federal, state, and local government; and

**2.8 WHEREAS**, JMB will also compensate TPCG, in the amount of twelve thousand (\$12,000.00) dollars, for the maintenance and preservation of TPCG’s servitude;; and

**2.9 WHEREAS**, TPCG believes that entering into this Act of Exchange will provide a public service and benefit for the residents of Terrebonne Parish by assisting in protection of its utility poles as well as drainage and flood protection; and

**2.10 WHEREAS**, this Act of Exchange contains, but is not limited to, TPCG’s abandoning of a servitude in favor of JMB, JMB’s transfer of property to TPCG for access to Bayou Grand

Caillou, JMB's transfer of property in fee title to TPCG with a levee and a drainage ditch, the maintenance and preservation of TPCG's servitude, and JMB's acknowledgment of TPCG's servitudes on the property; and

2.11 WHEREAS, in accordance with La. Const. Art. VII(A), TPCG finds that the terms of this Act of Exchange, taken as a whole, are not gratuitous, and that this act of exchange has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure of its public funds for the public at large; and

2.12 WHEREAS, this Agreement will be mutually beneficial to the parties in furtherance of their respective purposes and duties, and TPCG expects to receive benefits for themselves and the public at least equivalent to the costs of the responsibilities undertaken pursuant hereto; and

2.13 WHEREAS, TPCG and JMB hereby enter into this Agreement for the purpose of exchanging immoveable property between JMB and TPCG; and

2.14 NOW, THEREFORE, in consideration of the promises, terms, and conditions herein and the mutual covenants herein contained, the parties hereto agree as follows:

2.15 The recitals as set forth above are incorporated by reference and form part of this agreement.

### **III TPCG ABANDONING SERVITUDE ALONG THE WESTERN SIDE OF BAYOU GRAND CAILLOU**

3.1 By virtue of a certain Act of Servitude of Drainage by Walter Land Co. in favor of TPCG dated April 23, 2012, registered in Terrebonne Parish, Louisiana, in COB 2282, Page 582, Entry No. 1397445, Walter Land Co. granted to TPCG a servitude of drainage on, under, over, through, and across property more fully described in section 3.2 and shown on the plat incorporated herein and attached hereto as Exhibit B.

3.2 For and in consideration of this Act of Exchange, TPCG further declares that it desires to abandon and terminate the Servitude Agreement located at COB 2282, Page 582, Entry No. 1397445, consisting of 10.247 acres as to the property described in the attached Exhibit B and more fully described property description as follows:

A CERTAIN TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 18 SOUTH, RANGE 17 EAST, AND SECTION 59, TOWNSHIP 18 SOUTH, RANGE 18 EAST TERREBONNE PARISH, LOUISIANA (SOUTHEASTERN LAND DISTRICT}, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT "GCB-04", HAVING COORDINATES OF N=381,708.51 AND E=3,488,853.53;

THENCE, S 05°44'52" WA DISTANCE OF 2,320.57 FEET TO THE POINT OF BEGINNING, HAVING COORDINATES OF N=379,399.61 AND E=3,488,621.12;

THENCE, N 81°04'19" EA DISTANCE OF 134.42 FEET TO A POINT ON THE LEFT DESCENDING BANKLINE OF BAYOU GRAND CAILLOU;

THENCE, ALONG THE LEFT DESCENDING BAN KLINE OF BAYOU GRAND CAILLOU, THE FOLLOWING COURSES:

S 00°09'03" EA DISTANCE OF 163.32 FEET TO A POINT;

S 06°57'01" EA DISTANCE OF 150.11 FEET TO A POINT;

S 08°19'52" EA DISTANCE OF 197.08 FEET TO A POINT;

S 07°45'57" EA DISTANCE OF 137.66 FEET TO A POINT;

S 09°13'58" EA DISTANCE OF 146.66 FEET TO A POINT;

S 09°29'05" EA DISTANCE OF 145.31 FEET TO A POINT;  
S 13°43'30" EA DISTANCE OF 153.56 FEET TO A POINT;  
S 16°50'47" EA DISTANCE OF 140.59 FEET TO A POINT;  
S 18°48'44" EA DISTANCE OF 174.58 FEET TO A POINT;  
S 22°45'04" EA DISTANCE OF 160.89 FEET TO A POINT;  
S 22°00'07" EA DISTANCE OF 135.64 FEET TO A POINT;  
S 18°09'23" EA DISTANCE OF 147.79 FEET TO A POINT;  
S 13°58'13" EA DISTANCE OF 144.84 FEET TO A POINT;  
S 12°28'28" EA DISTANCE OF 142.68 FEET TO A POINT;  
S 17°05'38" EA DISTANCE OF 147.45 FEET TO A POINT;  
S 19°37'36" EA DISTANCE OF 143.01 FEET TO A POINT;  
S 23°05'31" EA DISTANCE OF 142.31 FEET TO A POINT;  
S 30°09'25" EA DISTANCE OF 168.15 FEET TO A POINT;  
S 30°25'01" EA DISTANCE OF 150.00 FEET TO A POINT;  
S 28°57'34" EA DISTANCE OF 155.32 FEET TO A POINT;  
S 27°00'18" EA DISTANCE OF 146.86 FEET TO A POINT;  
S 28°53'15" EA DISTANCE OF 157.37 FEET TO A POINT;  
S 27°10'33" EA DISTANCE OF 135.16 FEET TO A POINT;  
S 06°52'40" EA DISTANCE OF 104.29 FEET TO A POINT;  
S 25°21'29" EA DISTANCE OF 97.69 FEET TO A POINT;

THENCE, S 64°18'20" WA DISTANCE OF 42.40 FEET TO A POINT;

THENCE, ALONG THE FOLLOWING COURSES:

N 25°41'40" WA DISTANCE OF 119.46 FEET TO A POINT;  
N 26°47'30" WA DISTANCE OF 128.33 FEET TO A POINT;  
N 46°40'51" WA DISTANCE OF 84.33 FEET TO A POINT;  
N 35°13'01" WA DISTANCE OF 160.49 FEET TO A POINT;  
N 28°51'31" WA DISTANCE OF 221.52 FEET TO A POINT;  
N 28°27'12" WA DISTANCE OF 193.91 FEET TO A POINT;  
N 30°46'47" WA DISTANCE OF 201.50 FEET TO A POINT;  
N 21°47'38" WA DISTANCE OF 205.02 FEET TO A POINT;  
N 19°07'35" WA DISTANCE OF 202.49 FEET TO A POINT;  
N 13°39'30" WA DISTANCE OF 198.75 FEET TO A POINT;  
N 14°27'12" WA DISTANCE OF 198.15 FEET TO A POINT;  
N 20°58'24" WA DISTANCE OF 204.51 FEET TO A POINT;  
N 22°59'01" WA DISTANCE OF 196.45 FEET TO A POINT;  
N 18°23'42" WA DISTANCE OF 203.12 FEET TO A POINT;  
N 15°22'31" WA DISTANCE OF 204.31 FEET TO A POINT;  
N 10°57'31" WA DISTANCE OF 202.13 FEET TO A POINT;  
N 09°04'54" WA DISTANCE OF 203.02 FEET TO A POINT;  
N 08°16'08" WA DISTANCE OF 203.41 FEET TO A POINT;  
N 08°36'01" WA DISTANCE OF 200.63 FEET TO A POINT;

THENCE, N 01 °28'11" WA DISTANCE OF 195.08 FEET BACK TO THE POINT  
OF BEGINNING AND CONTAINING 10.247 ACRES.

ALL AS MORE FULLY DESCRIBED ON PLAT PREPARED BY T. BAKER SMITH,  
LLC, MAP SHOWING PORTION OF TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT DRAINAGE SERVITUDE REVERTED BACK TO JMB PARTNERSHIP,  
LLC LOCATED IN SECTION 1, T18S-R17E & SECTION 59, T18S-R18E TERREBONNE  
PARISH, LOUISIANA" DATED FEBRUARY 14, 2022. ALL BEARINGS, DISTANCES, AND  
COORDINATES ARE BASED ON LOUISIANA COORDINATE SYSTEM, SOUTH ZONE

(NAD 83). The property is shown on a platted survey which is incorporated herein and attached hereto as Exhibit B.

#### **IV. TPCG ACCEPTING OWNERSHIP OF PROPERTY, ITS LEVEE, AND DRAINAGE DITCH FROM THE ASHLAND PUMP STATION TO ROLAND ROAD**

4.1 For and in consideration of this Act of Exchange, JMB agrees to grant, bargain, assign, set over, transfer, dedicate, and deliver fee title of immovable property, its levee, and its drainage ditch to TPCG, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which JMB has or may have against all preceding owners and vendors, unto TPCG the following fully described property description, to-wit:

A CERTAIN TRACT OF LAND SITUATED IN SECTION 1, T18S-R17E, LOCATED IN TERREBONNE PARISH, LOUISIANA, APPROXIMATELY 5 MILES SOUTH OF THE CITY OF HOUMA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM NGS MONUMENT "GCB04" HAVING COORDINATES OF N=381,708.51 & E=3,488,853.53;

THENCE, S 06°08'38" W A DISTANCE OF 2,214.02 FEET TO A FOUND ¾" IRON PIPE SITUATED ON THE WESTERN LINE OF AN EXISTING TERREBONNE PARISH DRAINAGE SERVITUDE HAVING COORDINATES OF N:379,507.21 AND E: 3,488,616.57, SAID POINT BEING THE POINT OF BEGINNING (P.O.B. #4) OF GEREINAFTER DESCRIBED TRACT;

THENCE ALONG SAID DRAINAGE SERVITUDE, S 02° 22' 33" E A DISTANCE OF 107.70 FEET TO A SET ¾" IRON PIPE;

THENCE, N 81° 04' 17" E A DISTANCE OF 1,893.64 FEET TO A SET ¾" IRON PIPE;

THENCE, N 08° 55' 11" W A DISTANCE OF 107.00 FEET TO A SET ¾" IRON PIPE;

THENCE, N 81° 04' 17" E A DISTANCE OF 1,905.91 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 4.667 ACRES.

SAID TRACT OF LAND IS FURTEHR DESCRIBED AND DEPICTED AS RAW LAND TRACT "tpcg-1" ON PLAT OF SURVEY BY T. BAKER SMITH, LLC ENTITLED "EXHIBIT "A" JMB PARTERSHIP, LLC MAP SHOWING RESUBDIVISION OF RAW LAND TRACTS A & W-1 INTO RAW LAND TRACTS A-1, A-2, & TPCG-1 LOCATED IN SECTIONS 1,2,15,40 & 41, T18S-R17E & SECTIONS 59 & 79 T18S-R18E, TERREBONNE PARISH, LOUISIANA" DATED MARCH 2, 2022. This plat of survey is incorporated herein and attached hereto as Exhibit A.

4.2 Said property transferred by JMB to TPCG is further evidenced by the attached plat by T. Baker Smith on November 19, 2020, incorporated herein and attached hereto as Exhibit C.

4.3 The levee provides a public service to all of the residents of Terrebonne Parish by assisting in flood protection.

#### **V. JMB TRANSFER OF PROPERTY TO TPCG FOR ACCESS TO THE EASTERN SIDE OF BAYOU GRAND CAILLOU**

5.1 For and in consideration of this Act of Exchange, JMB does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which JMB has or may have against all preceding owners and vendors, unto TPCG the following described property, to-wit:



A CERTAIN TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 18 SOUTH, RANGE 17 EAST, AND SECTION 59, TOWNSHIP 18 SOUTH, RANGE 18 EAST TERREBONNE PARISH, LOUISIANA (SOUTHEASTERN LAND DISTRICT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT "GCB-04", HAVING COORDINATES OF N=381,708.51 AND E=3,488,853.53;

THENCE, S 06°33'59" EA DISTANCE OF 1,994.97 FEET TO THE POINT OF BEGINNING, HAVING COORDINATES OF N:379,726.63 AND E=3,489,081.65;

THENCE, ALONG THE FOLLOWING COURSES:

S 45°43'53" WA DISTANCE OF 101.30 FEET TO A POINT;  
S 30°40'59" WA DISTANCE OF 51.28 FEET TO A POINT;  
S 50°51'11" WA DISTANCE OF 125.54 FEET TO A POINT;  
S 30°23'55" WA DISTANCE OF 40.15 FEET TO A POINT;  
S 08°42'37" WA DISTANCE OF 71.64 FEET TO A POINT;  
S 01°35'58" EA DISTANCE OF 175.46 FEET TO A POINT;  
S 07°08'28" EA DISTANCE OF 140.13 FEET TO A POINT;  
S 09°44'38" EA DISTANCE OF 187.37 FEET TO A POINT;  
S 08°15'33" EA DISTANCE OF 143.45 FEET TO A POINT;  
S 07°21'23" EA DISTANCE OF 130.67 FEET TO A POINT;  
S 10°26'08" EA DISTANCE OF 164.21 FEET TO A POINT;  
S 15°26'15" EA DISTANCE OF 131.26 FEET TO A POINT;  
S 16°07'43" EA DISTANCE OF 146.57 FEET TO A POINT;  
S 19°21'38" EA DISTANCE OF 159.47 FEET TO A POINT;  
S 24°04'08" EA DISTANCE OF 99.62 FEET TO A POINT;  
S 21°37'26" EA DISTANCE OF 116.19 FEET TO A POINT;  
S 21°42'46" EA DISTANCE OF 129.55 FEET TO A POINT;  
S 14°58'39" EA DISTANCE OF 151.98 FEET TO A POINT;  
S 14°18'49" EA DISTANCE OF 156.69 FEET TO A POINT;  
S 15°17'16" EA DISTANCE OF 190.64 FEET TO A POINT;  
S 20°31'18" EA DISTANCE OF 151.79 FEET TO A POINT;  
S 21°07'41" EA DISTANCE OF 133.92 FEET TO A POINT;  
S 29°37'50" EA DISTANCE OF 127.70 FEET TO A POINT;  
S 30°09'23" EA DISTANCE OF 130.54 FEET TO A POINT;  
S 31°38'02" EA DISTANCE OF 119.21 FEET TO A POINT;  
S 26°09'39" EA DISTANCE OF 165.53 FEET TO A POINT;  
S 28°23'59" EA DISTANCE OF 179.36 FEET TO A POINT;  
S 29°08'26" EA DISTANCE OF 111.57 FEET TO A POINT;  
S 23°25'17" EA DISTANCE OF 190.65 FEET TO A POINT;  
S 23°18'30" EA DISTANCE OF 263.51 FEET TO A POINT;  
S 26°17'19" EA DISTANCE OF 129.74 FEET TO A POINT;  
S 18°39'58" EA DISTANCE OF 89.56 FEET TO A POINT;

THENCE, S 10°30'49" EA DISTANCE OF 146.99 FEET TO A POINT ON A GRAVEL ROAD;

THENCE, N 89°09'03" WA DISTANCE OF 81.58 FEET TO A POINT ON THE RIGHT DESCENDING BAN KLINE OF BAYOU GRAND CAILLOU;

THENCE, ALONG THE RIGHT DESCENDING BANKLINE OF BAYOU GRAND CAILLOU, THE FOLLOWING COURSES:

N 10°31'25" WA DISTANCE OF 125.21 FEET TO A POINT;  
N 18°39'58" WA DISTANCE OF 78.53 FEET TO A POINT;  
N 26°17'19" WA DISTANCE OF 126.49 FEET TO A POINT;  
N 23°18'30" WA DISTANCE OF 265.52 FEET TO A POINT;  
N 23°25'17" WA DISTANCE OF 186.57 FEET TO A POINT;  
N 29°08'26" WA DISTANCE OF 108.09 FEET TO A POINT;  
N 28°23'59" WA DISTANCE OF 181.44 FEET TO A POINT;  
N 26°09'39" WA DISTANCE OF 163.27 FEET TO A POINT;  
N 31°38'02" WA DISTANCE OF 116.42 FEET TO A POINT;  
N 30°09'23" WA DISTANCE OF 131.94 FEET TO A POINT;  
N 29°37'50" WA DISTANCE OF 134.02 FEET TO A POINT;  
N 21°07'41" WA DISTANCE OF 140.29 FEET TO A POINT;  
N 20°31'18" WA DISTANCE \_OF 155.87 FEET TO A POINT;  
N 15°17'16" WA DISTANCE OF 194.97 FEET TO A POINT;  
N 14°18'49" WA DISTANCE OF 156.90 FEET TO A POINT;  
N 14°58'39" WA DISTANCE OF 146.81 FEET TO A POINT;  
N 21°42'46" WA DISTANCE OF 124.91 FEET TO A POINT;  
N 21°37'26" WA DISTANCE OF 114.55 FEET TO A POINT;  
N 24°04'08" WA DISTANCE OF 101.20 FEET TO A POINT;  
N 19°21'38" WA DISTANCE OF 165.01 FEET TO A POINT;  
N 16°07'43" WA DISTANCE OF 149.31 FEET TO A POINT;  
N 15°26'15" WA DISTANCE OF 135.23 FEET TO A POINT;  
N 10°26'08" WA DISTANCE OF 169.86 FEET TO A POINT;  
N 07°21'23" WA DISTANCE OF 132.19 FEET TO A POINT;  
N 08°15'33" WA DISTANCE OF 141.71 FEET TO A POINT;  
N 09°44'38" WA DISTANCE OF 188.15 FEET TO A POINT;  
N 07°08'28" WA DISTANCE OF 145.82 FEET TO A POINT;  
N 01°35'58" WA DISTANCE OF 178.16 FEET TO A POINT;  
N 81 °04'19" EA DISTANCE OF 25.91 FEET TO A POINT;  
N 02°24'37" WA DISTANCE OF 65.32 FEET TO A POINT;

THENCE, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 114.11 FEET, WITH A RADIUS OF 185.00 FEET, WITH A CHORD BEARING OF N 31°53'23" E, WITH A CHORD LENGTH OF 112.31 FEET TO A POINT;

THENCE, N 62°37'19" EA DISTANCE OF 90.48 FEET TO A POINT;

THENCE, N 56°14'33" EA DISTANCE OF 173.98 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 8.043 ACRES.

ALL AS MORE FULLY DESCRIBED ON PLAT PREPARED BY T. BAKER SMITH, LLC, ENTITLED "EXHIBIT A MAP SHOWING PROPOSED 80' ACCESS SERVITUDE FOR TPCG DRAINAGE SERVITUDE CROSSING PROPERTY BELONGING TO JMB PARTNERSHIP, LLC LOCATED IN SECTION 1, T18S-R17E & SECTION 59, T18S-R18E TERREBONNE PARISH, LOUISIANA" DATED FEBRUARY 14, 2022. ALL BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON LOUISIANA COORDINATE SYSTEM, SOUTH ZONE (NAD 83).

5.2 Said property transferred by JMB to TPCG is further evidenced by the attached plat by T. Baker Smith on February 14, 2022, incorporated herein and attached hereto as Exhibit D.

## **VI. JMB'S ACKNOWLEDGMENT OF TPCG'S SERVITUDE**

6.1 As part of and in consideration of the Act of Exchange, JMB does hereby acknowledge and agree that TPCG has a servitude of passage to access its utility lines, poles, and system and right of way for the purpose of ingress and egress to, on, over, and across the existing road to service and access TPCG's electrical lines, recorded in Terrebonne Parish, Louisiana, COB 1285, page 228, Entry No. 884060, more particularly described as follows:

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, Sta. 0+00 and being the POINT OF BEGINNING.

THENCE, N 8 Deg. 56 Min. 52 Sec. W on and along said survey line for a distance of 123.22 feet and being Station -1+23.22. Said tract being the area lying under Industrial Boulevard and containing 1,355.42 square feet.

COMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00, THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 499.92 feet to its intersection with the property line common to Ben Bussby or assigns and Walter Land Company, Station 4+99.92 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E, on and along said survey line for a distance of 2,963.99 feet to its intersection with the property line common to Walter Land Company and Terrebonne Parish Consolidated Government, Station 34+63.91 and containing 32,603.89 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Station "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00, THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 4,457.61 feet to its intersection with the property line common to Tube Alloy Corp. and Walter Land Company, Station 44+57.63 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. W, on and along said survey line for a distance of 60 feet to its intersection with the property line common to Walter Land Company and Cro Equipment Rental and Supply and being Station 5+17.61, Said tract being the area lying under Weldon Road and containing 660 square feet.

COMMENCING at a point located No 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00, THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 4,917.61 feet to its intersection with the property line common to Cro Equipment Rental and Supply and Walter Land Company, Station 49+17.61 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E, on and along said survey line for a distance of 1,402.25 feet, and being Station s63+19.86.

THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, and being Station 64+09.86.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet to its intersection with the property line common to Walter Land Company and Charles David Chauvin II, being Station 64+94.86 Line Back and Station 64+42.14 Line Ahead and containing 17,346.75 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Station "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 910 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 L.B. and Station 64+42.14 L.A. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 508.63 feet to its intersection with the property line common to Bel-Cro Machine Shop Inc. and Walter Land Company, Station 69+50.77 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 80 feet to its intersection with the property line common to Walter Land Company and Bel-Cro Machine Shop inc., and being Station 70+30.77. Said tract being the area lying under Dickson Road and containing 880 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Station "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 L.B. and Station 64+42.14 L.A. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 1,528.63 feet to its intersection with the property line common to Herman Bidstrop and Walter Land Company, Station 79+70.77 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 80 feet to its intersection with the property line common to Walter Land Company and Ken Barrilleaux and being Station 80+50.77. Said tract being the area lying under Redmond Road and containing 880 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 L.B. and Station 64+42.14 L.A. THENCE, S 8 Deg. 03 Min. 08 Sec. E on and along said survey line for a distance of 1,863.63 feet to its intersection with the property line common to Ken Barrilleaux and Walter Land Company, Station 83+05.77 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 690 feet to its intersection with the property line common to Walter Land Company and Tedel, Inc., being Station 89+95.77 and containing 7,590 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Station "Ashland" – 1934, being a point on the survey

line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 L.B. and Station 64+42.14 L.A. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 3,148.63 feet to its intersection with the property line common to Clinton H. Kind and Walter Land Company, Station 95+90.77 and being the POINT OF BEGINNING.

Thence, s 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 80 feet to its intersection with the property line common to Walter Land Company and Deep South Marines Services, Inc., and being Station 96+70.77. Said tract being the area lying under Thompson Road and containing 880 square feet.

ALL AS MORE FULLY SHOWN, on the plats prepared by Keneth L. Rembert, Land Surveyor, dated December 3, 1990, and revised on May 15, 1991, entitled "MAP SHOWING PROPOSED UTILITY SERVITUDE FOR TERREBONNE PARISH CONSOLIDATED GOVERNMENT IN T17S-R17E, T17S-R18E, T18S-R17E & T18S-R18E, TERREBONNE PARISH, LOUISIANA"

	Length	Square Feet
1)	123.22	1,355.42
2)	2,963.99	32,603.89
3)	60.00	660.00
4)	1,577.25	17,349.75
5)	80.00	880.00
6)	80.00	880.00
7)	690.00	7,590.00
8)	80.00	880.00
TOTAL	5,654.46 Lin. Ft.	62,199.06 Sq., Ft.

COMMENCING at a point located N 10 Seg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being appoint on the survey line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 Line Back and Station 64+42.14 Line Ahead. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 3,483.63 feet to its intersection with the property line common to Dept South Marines Services, Inc. and Walter Land Company, Station 99+25.77 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 8,426.82 feet, being Station 183+52.59.

THENCE, s 86 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 557 feet, more or less, being Station 189+09.59.

THENCE, S 85 Deg. 15 Min. 05 Sec. E on and along said survey line for a distance of 459.5 feet, more or less, to its intersection with the centerline of La. Hwy. No. 57 (Grand Caillou Road), being the property line common to Walter Land Company and the Terrebonne Parish Jail Site, being Station 193+69.09 and containing 103,876.52 square feet. Said servitude contains 9,448.32 linear feet.

ALL AS MORE FULLY SHOWN, on plats prepared by Keneth L. Rembert, Land Surveyor, dated December 3, 1990, and revised on May 15, 1991, entitled "MAP SHOWING PROPOSED UTILITY SERVITUDE FOR TEREBOBNE APRIHS CONSOLDIATED

GOVERNMENT IN T17S-R18E, T18S-R17E & T18S-R18E, TERREBONNE PARISH, LOUISIANA”.

Commencing at a point located N 12 Deg. 53 Min. 54 Sec. W a distance of 10,729.81 feet from U.S.C. & G.S. Station “Ashland”-1934, being a point on the survey line for a proposed 11’ utility servitude and being the POINT OF BEGINNING.

THENCE, N 81 Deg. 03 Min. 08 Sec. E on and along said survey line for a distance of 85.00 feet. Said tract being the area lying under Denley Road, 45’ south of the center of Shaffer Road, containing 935 square feet and 85 linear feet.

COMMENCING at a point located N 6 Deg. 04 Min. 57 Sec. W a distance of 10,717.72 feet from U.S.C. & G.S. Station “Ashland” – 1934, being a point on the survey line for a proposed 11’ utility servitude, on it’s intersection with the western Right-of-way Line for La. State Hwy. 57 (Grand Caillou Road\_ and being the POINT OF BEGINNING.

THENCE, N 81 Deg. 03 Min. 08 Sec. E on and along said survey line for a distance of 490 feet, more or less, to its intersection with the property line common to Walter Land Company and Louis Saia Jr. at the center of Bayou Grand Caillou, containing 5390 square feet, more or less and 490 linear feet, more or less.

COMMENCING at a point located N 0 Deg. 36 Min. 11 Sec. E a distance of 11,618.57 feet from U.S.C. & G.S. Station “Ashland” – 1934, being a point on the survey line for a proposed 11’ utility servitude on it’s intersection with the property line common to Louis Sais, Jr. and Walter Land Company and being the POINT OF BEGINNING.

THENCE, N 0 Deg. 18 Min. 25 Sec. W on and along said survey line for a distance of 1,085.00 feet to a point.

THENCE, N 89 Deg. 41 Min. 35 Sec. E on and along said survey line for a distance of 2,330.33 feet to a point.

THENCE, N 0 Deg. 18 Min. 25 Sec. W on and along said survey line for a distance of 200.00 feet to a point.

THENCE, N 89 Deg. 41 Min. 23 Sec. E on and along said survey line for a distance of 1,621.23 feet to its intersection with the property line common to Walter Land Company and Houma Terrebonne Airport Commission, containing an area of 57,598.53 square feet and 5,236.23 linear feet.

COMMENCING at a point located N 23 Deg. 12 Min. 32 Sec. E a distance of 14,125.28 feet from U.S.C. & G.S. Stations “Ashland” – 1934, being a point on the survey line for a proposed 11’ utility servitude on it’s intersection with the property line common to Houma Terrebonne Airport Commission and Walter Land Company and being the POINT OF BEGINNING.

THENCE, N 87 Deg. 37 Min. 44 Sec. E on and along survey line for a distance of 1,765.29 feet to a point.

THENCE, N \_ Deg. 39 Min. 41 Sec. E on and along said survey line for a distance of 1,488.66 feet to a point.

THENCE, N 87 Deg. 55 Min. 20 Sec. E on and along said survey line for a distance of 2,362.91 feet to its intersection with the survey line for the proposed 11’ utility servitude along Louisiana State Hwy. 56.

THENCE, S 45 Deg. 29 Min. 04 Sec. E on and along said survey line for the utility servitude a distance of 66.55 feet to a point.

THENCE, on and along a curve to the left having an Arc Distance of 699.46 feet, Radius distance of 5,684.58 feet and a Chord of S 49 Deg. 00 Min. 34 Sec. E – 699.02 feet to a point.

THENCE, S 52 Deg. 32 Min. 04 Sec. E on and along said survey line for a distance of 109.75 feet to a point.

THENCE, on and along a curve to the right having an Arc distance of 656.48 feet, Radius distance of 3,864.72 feet and a Chord of S 48 Deg. 24 <om/ 34 Sec. E – 556.00 feet to a point.

THENCE, S 44 Deg. 17 Min. 04 Sec. E on a and along said survey line for a distance of 412.47 feet to its intersection with the property line Common to Walter Land Company and La Bon Terre Realty Corporation\

THENCE, N 45 Deg. 29 Min. 04 Sec. W on and along said survey line for the utility servitude a distance of 918.25 feet to a point.

THENCE, on and along a curve to the right having an Arc distance of 1,416.45 feet, Radius distance of 3,744.72 feet and a Chord of N 34 Deg. 44 Min. 04 Sec. @ - 1,408.15 feet to a point.

THENCE, N 23 Deg. 59 Min. 04 Sec. W on and along said survey line for a distance of 555.73 feet to a point.

THENCE, on and along a curve to the left having an Arc distance of 630.29 feet, Radius distance of 1,954.86 feet and a Chord of N 33 Deg. 13 Min. 16 Sec. W – 627.56 feet to a point.

THENCE, N 30 Deg. 18 Min. 26 Sec. E on and along said survey line for a distance of 37.30 feet to a point at its intersection with the existing powerline servitude.

THENCE, S 45 Deg. 29 Min. 04 Sec. E on and along said survey line for the utility servitude for a distance of 66.55 feet to a point.

THENCE, on and along a curve to the left having an Arc distance of 544.40 feet and Radius distance of 5,684.58 feet to a point and being the POINT OF BEGINNING.

THENCE, N 38 Deg. 51 Min. 51 Sec. E on and along said survey line for a distance of 27.74 feet to a point.

THENCE, S 48 Deg. 26 Min. 46 Sec. E on and along said survey line for a distance of 10.32 feet to appoint at its intersection with the United Gas Station Site.

ALL OF THE ABOVE under Caption 4 contains an areas of 121,634.15 square feet and 11,057.65 linear feet.

ALL OF THE ABOVE under Cations 1 through 4 contain an area of 185,557.68 square feet and 16,868.55 linear feet.

ALL AS MORE FULLY SHOWN, on plats prepared by Keneth L. Rembert, Land Surveyor, dated December 3, 1990, and revised on May 15, 1991, entitled “MAP SHOWING PROPOSED UTILITY SERVITUDE FOR TERREBONNE PARISH CONSOLIDATED GOVERNMENT IN T17S-R17E, T17S-R18E, R18S-R17E, & T18S-R18E, TERREBONNE PARISH, LOUISIANA” Keneth Rembert plats pages 1 through 6, DATED May 15, 1991, are incorporated herein and attached hereto as Exhibit E.

## **VII MISCELLANEOUS OBLIGATIONS, TERMS, AND CONDITIONS.**

7.1 JMB acknowledges and agrees that it has performed the appropriate hydrologic modification impact analysis for the property referenced in Exhibit A. The impact analysis is incorporated herein and attached hereto as Exhibit F.

7.2 JMB further acknowledges and agrees that it has performed engineering studies to determine the pre and post hydrology for the property referenced in Exhibit A. The hydrology studies are incorporated herein and attached hereto as Exhibit G.

7.3 JMB further acknowledges and agrees that it will compensate and pay TPCG, in the amount of twelve thousand (\$12,000.00) dollars, for the maintenance and preservation of TPCG’s servitude,. This is more accurately shown in a map created by All South Consulting Engineers, LLC, dated November 30, 2021 (incorporated herein and attached hereto as Exhibit H). TPCG reserves all rights to seek compensation and or damages related to its servitudes which are damaged by JMB.

7.4 In the event of a conflict between the existing agreements and this agreement, interpretation shall be most favorable to TPCG for the operation, maintenance, and repairs of its utility system, sewage system, and its utility poles.

7.5 TPCG and JMB agree that JMB further grants TPCG the right of passage and clear access on any of JMB's existing road or passage that run parallel of a TPCG servitude, so long as the TPCG right of passage does not encroach upon the conservation servitude established for the Cedar Grove Mitigation Bank Amendment 1.

7.6 JMB has removed levees, filled in drainage ditches, and created levees to enhance the mitigation bank.

7.7 TPCG is in possession and shall maintain its own set of keys and locks for access to its property, servitudes, and right of ways.

7.8 TPCG and JMB agree this exchange is made and accepted subject to the restrictive covenants, easements, servitudes, right of ways, and mineral reservations affecting the property and currently valid and on file with the Terrebonne Parish recorder of mortgages and conveyances. This includes, but is not limited to the agreements located at COB 514, page 901, Entry No. 401481; COB 564 , Page 730, Entry No. 447129; COB 1087, Page 177, Entry No. 797697; COB 1780, Page 220, Entry No. 1122730; COB 2161, page 500, Entry No. 1327964; COB 2228, Page 798, Entry No. 136675; COB 1156 Page 243, Entry No. 830757. The reference to any mineral reservation, restrictions, servitude, easements, right away, or other encroachments adversely affecting the title of physical condition of the here in above-described property shall not be construed as acknowledgement, confirmation, or reestablishment thereof.

## **VIII. CONSIDERATION**

8.1 TPCG and JMB agree that the consideration herein is for this entire agreement and constitutes full payment between TPCG and JMB regarding TPCG's acquisition of JMB's ownership in the above-described property.

## **IX. DRAFTER**

9.1 TPCG and JMB agree none of the parties hereto shall be deemed to be considered the drafter of this agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

## **X. LEGAL COUNSEL**

10.1 TPCG and JMB agree that they have their own legal counsel regarding this Act of Exchange and that they have voluntarily entered into this agreement.

## **XI. AMENDMENTS IN WRITING**

11.1 JMB and TPCG agree the Agreement may only be amended or supplemented to provide additions, deletions and revisions in the Work or to modify the terms and conditions thereof by written Amendment. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

## **XII. LOUISIANA PUBLIC RECORDS ACT**

12.1 JMB and TPCG agree this Agreement, and the records and reports related to this Agreement, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and JMB acknowledges that it is aware of and shall comply with all laws governing public records.



### **XIII. ASSIGNMENT**

13.1 JMB and TPCG agree that JMB shall not assign any interest in the agreement by assignment, transfer, or novation, without prior written consent of TPCG, which shall not be reasonably withheld. This provision shall not be construed to prohibit the JMB from assigning his bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to TPCG.

13.2 JMB and TPCG agree that the servitudes created and recognized herein shall run with the property.

### **XIV. FINANCIAL DISCLOSURE**

14.1 JMB and TPCG agree each recipient may 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.

### **XV. OTHER LEGAL REMEDIES**

15.1 JMB and TPCG agree the imposition of such remedies shall not be construed as a waiver of any legal remedies TPCG or JMB may have as to any subsequent breach under this Agreement. The venue for any suit shall be filed in the 32<sup>nd</sup> Judicial District Court, Terrebonne Parish, Louisiana. TPCG and JMB shall have all remedies in this agreement and allowed by law.

### **XVI. WARRANTY**

16.1 TPCG and JMB agree that it has the right to exchange the property, that the same is free and clear of any and all liens, claims and encumbrances unless reserved herein, and that JMB shall defend the same against all such claims whatsoever. JMB further covenants and agrees that TPCG shall lawfully and peaceably hold, occupy and enjoy the property in accordance with the servitude agreements.

16.2 JMB agrees with TPCG and warrants that this agreement does not give JMB or its transferees the right to increase drainage and/or flooding on any adjacent property owners in a manner that is not legal. If proven, by law, that JMB is not legally draining and/or flooding on adjacent property owners, JMB shall remediate all legal issues at its own cost and expense.

16.3 JMB warrants T Baker Smith provided levee design, hydrology study, and surveys for the mitigation bank, while the remainder of the work was done by JMB. See pages one (1) through three (3) of the Mitigation Bank Instrument incorporated herein and attached hereto as Exhibit I.

16.4 TPCG and JMB accept the property as depicted in the Alta survey (see Exhibit A).

16.5 JMB agrees with TPCG and warrants that it has received all necessary permits and approvals from all government agencies for the construction and operation of this mitigation bank and will not operate in violation of any law, regulation, or agreement. The following permits have been issued to JMB:

- a) USACE Permit MVN 2018-01494 (incorporated herein and attached hereto as Exhibit J)
- b) DNR Coastal Use Permit No. P20180671 (incorporated herein and attached hereto as Exhibit K)
- c) Terrebonne Coastal Impact Certificate No. 1667 (incorporated herein and attached hereto as Exhibit L)
- d) Terrebonne Parish Consolidated Government Dept. of Public Works—Letter of No Objection No.3808. (incorporated herein and attached hereto as Exhibit M)

16.6 JMB agrees with TPCG and warrants that the levee being transferred to TPCG in section IV of this agreement was built in accordance with T. Baker Smith's Levee plans (incorporated herein and attached hereto as Exhibit N).

## **XVII. EXHIBIT LIST**

17.1 Attached to this Act of Exchange are the following Exhibits:

1. Exhibit A - Alta survey by T. Baker Smith
2. Exhibit B - plat by T. Baker Smith of the servitude being abandoned to TPCG
3. Exhibit C - plat by T. Baker Smith of the levee and drainage ditch being transferred to TPCG
4. Exhibit D - plat by T. Baker Smith of the levee and drainage ditch being transferred to TPCG
5. Exhibit E - Keneth Rembert plats pages 1 through 6, DATED May 15, 1991
6. Exhibit F – JMB's Impact analysis
7. Exhibit G – JMB's hydrology studies
8. Exhibit H – November 30, 2021 map by All South Engineers
9. Exhibit I – Pages 1-3 of the Mitigation Bank Instrument
10. Exhibit J - USACE Permit MVN 2018-01494
11. Exhibit K - DNR Coastal Use Permit No. P20180671
12. Exhibit L - Terrebonne Coastal Impact Certificate No. 1667
13. Exhibit M - Terrebonne Parish Consolidated Government Dept. of Public Works—Letter of No Objection No.3808
14. Exhibit N – T. Baker Smith Levee plans

17.2 Any discrepancy between these exhibits and this Act of exchange shall be interpreted in the light most favorable to TPCG.

## **XVIII. SEVERABILITY**

18.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the effective period of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

## **XIX. CONSTRUCTION AND MODIFICATION OF AGREEMENT**

19.1 The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or questions of intent or interpretation arise, this Agreement shall be construed as if jointly drafted by the parties and no presumption or burden of proof shall be arise favoring any of the parties by virtue of authorship of any of the provisions of this Agreement.

19.2 No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provisions of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time, nor shall it be deemed a valid waiver of such.

## **XX. HEADINGS**

20.1 The section headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any section or subsection. Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular number shall be construed to include the plural, and vice versa, unless the context requires otherwise.

## **XXI. GOVERNING LAW**

21.1 TPCG and JMB agree this Agreement shall be governed by and construed in accordance with the internal laws and regulations of the State of Louisiana without regard to the conflicts of laws principles thereof.

## **XXII. SUCCESSION**

22.1 TPCG and JMB agree this Agreement shall inure to the benefit of and be binding upon parties hereto and their heirs, executors, administrators, successors and assigns. All benefits shall be construed in the light most favorable to TPCG.

## **XXIII. NO WAIVER**

23.1 TPCG and JMB agree, with the exception of all rights pursuant to a Declaration of Emergency, under La. R.S. 29:721 et seq, in favor of the state of Louisiana and/or TPCG, 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.

## **XXIV. INDEMNIFICATION**

24.1 TPCG and JMB agrees that JMB 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 through agreement, tortuous, or implied, arising from this Agreement, whether for breach of this agreement, 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 JMB, its agents, servants, officers and/or employees, related to the performance or nonperformance of the Agreement herein entered into, including and as a result of any such claims, lawsuits and demands, the JMB 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. JMB will not be liable for any comparative negligence of TPCG.

## **XXV. SURVIVAL**

25.1 JMB and TPCG agree in the event this Agreement is terminated for any reason, whatsoever, JMB's obligations regarding records, audits, and indemnification shall survive. Insurance requirements shall also survive termination or expiration to cover JMB's indemnification obligations under this Agreement, as well as any other requirements which normally would survive termination.

**XXVI. WAIVER OF RIGHT OF FIRST REFUSAL**

26.1 TPCG and JMB agree to expressly waive any rights of offer of sale or first refusal to reacquire the Property prior to the transfer to a third party under the provisions of La. R.S. 41:1338(A), as amended, or pursuant to any other applicable provision of law.

**XXVII. TAXES**

27.1 TPCG and JMB agree all ad valorem property taxes for the previous year, 2021, on the herein conveyed property, have been paid and discharged and taxes for the current year, 2022, will be prorated between the parties herein. JMB is responsible for the payment of any other taxes, if owed, as a result of this agreement.

**XXVIII. AUTHORITY**

28.1 JMB and TPCG agree that each representative herein warrants that they have the requisite authority to sign this agreement.

**XXIX. NOTICES**

29.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given to TPCG if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, to the other party, addressed as follows:

Terrebonne Parish Consolidated Government  
Attn.: Gordon Dove, Parish President or his successor  
Government Tower  
Houma, Louisiana 70360

JMB Partnership, LLC  
Glenn Vice or his successor  
203 Main Street  
Franklin, Louisiana 70538

**XXX                      SIGNATURES OF THE PARTIES**

30.1    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,  
Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

_____ Printed:_____	BY:	_____ GORDON E. DOVE PARISH PRESIDENT
------------------------	-----	---

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

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

30.2    JMB PARTNERSHIP, LLC

          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 of \_\_\_\_\_, State of Louisiana, after due reading of the whole.

WITNESSES:

_____ Printed:_____	BY:	_____ JMB PARTNERSHIP, LLC By Its Duly Authorized Representative GLENN VICE
------------------------	-----	--

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

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



# ANALYSIS OF IMPACTS TO TPCG ASSETS AT THE CEDAR GROVE MITIGATION BANK

April 4, 2022



# TABLE OF CONTENTS

INTRODUCTION.....	1
CURRENT CONDITIONS – ELECTRICAL LINE.....	2
FIGURES 2-3.....	3
ANALYSIS AND RECOMMENDATIONS – ELECTRICAL LINE.....	5
PROPOSED DRAINAGE SERVITUDE EXCHANGE.....	7
ATTACHMENT A – COST ANALYSIS – ELECTRICAL LINE.....	9
ATTACHMENT B – EXHISTING DRAINAGE SERVITUDE.....	10
ATTACHMENT C – EXHISTING LEVEE AND DITCH AT NORTHERN BORDER OF MITIGATION BANK.....	11
ATTACHMENT D – PROPOSED NEW SERVITUDE ALONG BAYOU GRAND CAILLOU.....	12

# INTRODUCTION

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The Terrebonne Parish Consolidated Government (TPCG) operates an electrical distribution system within Terrebonne Parish. This system includes generation, transmission, and distribution facilities. A portion of these facilities is located in the upper Grand Caillou area of the Parish.

In this area, the TPCG has a distribution line that traverses property controlled by JMB Partnership (JMB). This particular section of distribution line consists of 28 poles that reside in an existing servitude across the JMB properties. This line has been in service for many years, and the TPCG has maintained this line consistently over that time.

Recently, JMB has pursued a change in land use for the area surrounding the above described line and servitude. JMB has created a wetlands mitigation bank on this property. As part of this change in land use, JMB has degraded pre-existing drainage levees, drainage ditches, and has disconnected this area from a TPCG forced drainage system. These actions have changed the hydrology of the area surrounding the TPCG servitude and distribution line.

The TPCG asked All South to review the mitigation bank, the hydrologic changes associated with the bank, and any impacts to the distribution line. In particular, the TPCG asked All South to analyze the impacts of these changes to the operation, maintenance, repair, and replacement of these facilities. This report contains that analysis and recommendations.



# CURRENT CONDITIONS

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## Existing Distribution Line

The TPCG operates a single distribution line that follows a projection of Denley Road through the JMB property (Figure 1). This line is located in a servitude that was granted to the TPCG by Walter Land Company, a predecessor in title to JMB. This line has been in existence since approximately 1991.

This line was installed to serve the Terrebonne Parish Jail. It currently services the jail, as well as a couple other building on the jail site. The TPCG also operates a solid waste transfer station at this site, and this line services that transfer station as well.

The portion of this line that crosses JMB property includes 28 timber poles, and parallels a similar line owned and operated by South Louisiana Electric Cooperative (SLECA). The TPCG line extends approximately 7,659 feet to the south across the JMB tract, and then turns east towards Bayou Grand Caillou for approximately 519 feet. The line proceeds east across Bayou Grand Caillou to the jail site.

Most of the line is installed through what have historically been agricultural lands. These cane fields have been in agricultural since the line was originally installed. These lands were actively drained by the agricultural interests for over 50 years, through a series of privately maintained ditches. These ditches were connected to the Ashland Pump Station, a TPCG constructed pump station located near the northeast corner of the property.

Prior to Hurricane Ida, twenty-one of the poles were single timber poles. The remaining seven poles had another pole driven next to the single pole and connected to the single pole. Five of these braced poles were in the existing wetland area in the middle of the property, and two were just north of the wetland area.

After Hurricane Ida, the TPCG was forced to complete significant repairs to this line. As part of these repairs, the TPCG installed bracing at many of the damaged poles. The TPCG braced 15 additional poles on this site. As a result, the current status of the poles is as follows:

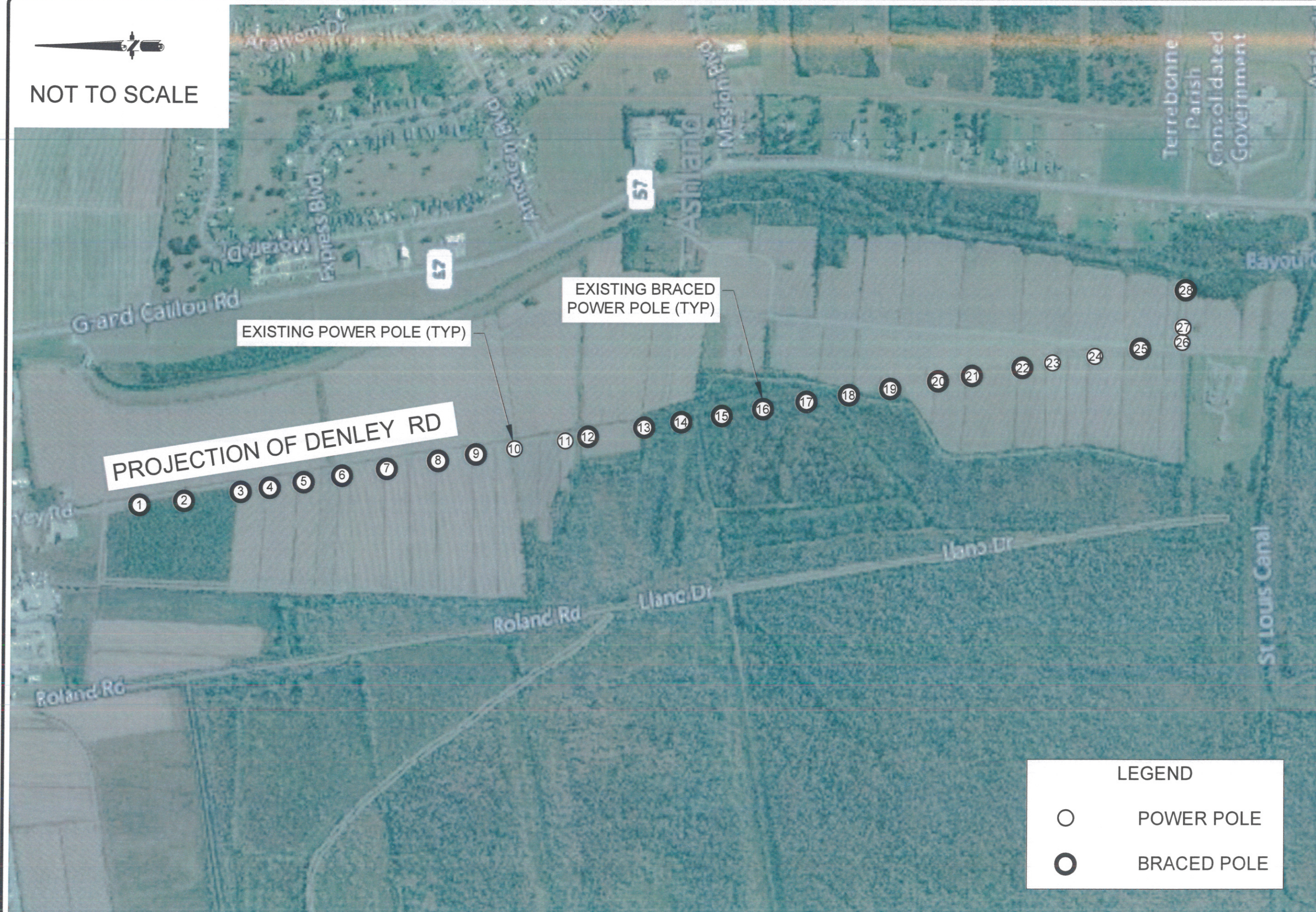
Braced Timber Poles	22
<u>Single Timber Poles</u>	<u>6</u>
Total Poles on Site	28

The location of these poles is presented in Figure 1, A single timber pole is presented in Figure 2, and a braced pole is presented in Figure 3.





NOT TO SCALE



LEGEND

○

POWER POLE

⦿

BRACED POLE

DENLEY ROAD  
CEDAR GROVE MITIGATION  
TERREBONNE PARISH, LOUISIANA

FIGURE 1

1

DATE: 11/30/2021  
SCALE: AS SHOWN  
JOB NO. 032-032-01

CALCULATED BY: \*  
DRAWN BY: \*  
CHECKED BY: \*

AS ALL SOUTH  
CONSULTING  
ENGINEERS, L.L.C.  
652 PAPERWORTH AVENUE  
METairie, LA 70005  
(504) 322-2703

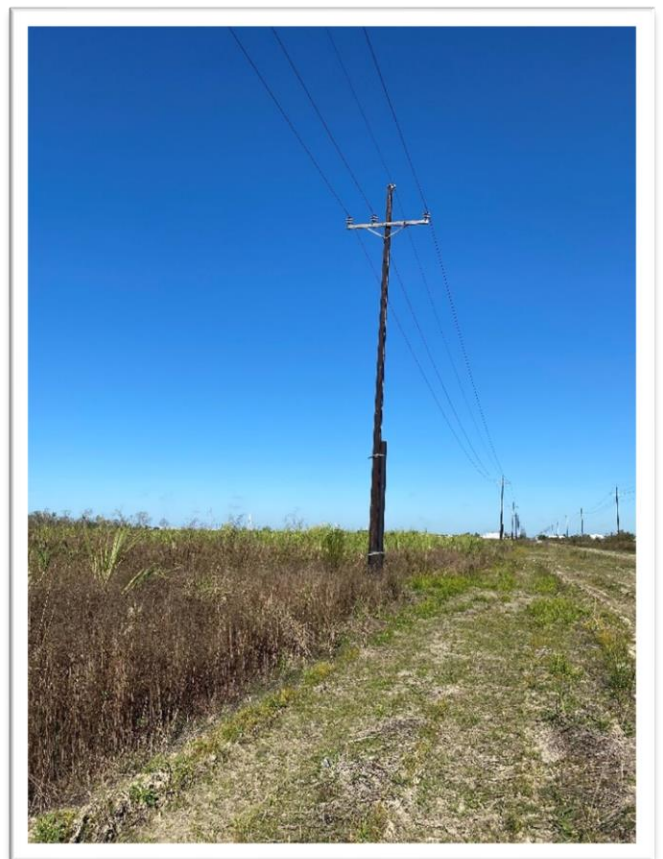
REVISIONS

DATE	REMARKS	APP'D





**FIGURE 2**  
Single Pole



**FIGURE 3**  
Braced Pole

## Historical Hydrology

As mentioned previously, the upland portion of the Cedar Grove mitigation area has been in agriculture for over 50 years. The agricultural operation included a variety of field ditches, and larger collection ditches at the rear of the agricultural fields.

This entire area is relatively low in elevation, with most of the area below the 5' contour. As a result, forced drainage for this system has been through the Ashland Pump station system for many years as well. Based on historical photography, review of the Mitigation Bank application, and discussion with representatives of Walter Land Company, the drainage in this area would flow out of the fields, and into the larger ditches at the rear of the fields. These larger ditches were connected to a large ditch that crossed the property in an East/West alignment, perpendicular to the power line. This ditch is just north of the old barns and sheds in the middle of the property. This large ditch then leads to another ditch that parallels Bayou Grand Caillou. Drainage waters would flow from this larger ditch to the Ashland Pump Station. These features are prominent in the attached google earth image from 1998 (Figure 4),

This network of ditches and the pump station provided drainage benefits to the areas described above. These areas would dry out quicker after a rainfall, and the water in the ditches would be maintained at lower level than if the system was not connected in this way.

South of the agricultural barns, there is an access road to a SLECA substation to the south. It appears that on the east side of this road, the drainage flowed directly into Bayou Grand Caillou. In this area, it does not appear that the drainage leads to the Ashland Pump Station, as in the other parts of the property.

## Hydrologic Changes due to Cedar Grove Mitigation Bank

The proposed mitigation bank will alter the current hydrology in this area in a couple of ways. Generally speaking, the goal of the mitigation bank is to return the area to its natural hydrology. This is accomplished by degrading any levees around the property, filling drainage ditches, disconnection from the Ashland Pump Station, and generally grading the property back to its natural grade.

The mitigation plan includes a series of activities that accomplish this goal. These activities are listed in detail in the mitigation plan. In short, when completed, the site will drain via gravity across the fields and into either the marsh and swamp on the west, or into Bayou Grand Caillou to the east. The property will be hydrologically isolated from the forced drainage system associated with the Ashland Pump Station. Precipitation that falls on the site will flow more slowly off the site. And the site will be subject to the natural ebb and flow of the tides. These conditions are specifically outlined in the Attachment A1 of the Mitigation Banking Instrument (Bottomland Hardwood Work Plan) prepared for this site.



ASHLAND PUMP STATION

GRAND CAILLOU RD

EAST WEST DRAINAGE CANAL

AGRICULTURAL BARN

BAYOU GRAND CAILLOU

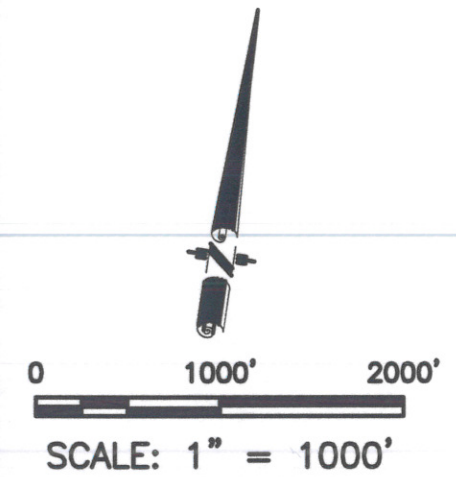
SLECA SUBSTATION

0 1000' 2000'

SCALE: 1" = 1000'

1998 AERIAL

1998 AERIAL



<div>CEDAR GROVE MITIGATION TERREBONNE PARISH, LOUISIANA</div>		DATE: 11/30/2021	CALCULATED BY: *	<div><div>ASCE</div><div>ALL SOUTH CONSULTING ENGINEERS, L.L.C. 482 PARKWORTH AVENUE METAIRIE, LA 70005 (504) 322-2783</div></div>	REVISIONS	
		SCALE: AS SHOWN	DRAWN BY: *			



# ANALYSIS AND RECOMMENDATIONS

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The most significant impact of the mitigation bank will be the removal of this property from the forced drainage system. As noted, much of this area has been historically connected to the Ashland Pump Station. This connection was through a series of agricultural ditches that were maintained by the landowner and/or the farmer. These drainage arteries certainly provided some benefit to the property, particularly after heavy rains. After those events, the property would dry faster, and stay drier, than it will in the future. Going forward, this drainage will occur via gravity, which will likely be much slower than under a forced drainage model. These rain waters will certainly subside eventually, but the area will likely remain wetter longer with the mitigation bank in place. In fact, the Mitigation Bank is predicated on the property retaining waters longer than has historically occurred.

This wetter condition will affect the existing distribution line. As mentioned previously, the TPCG has 28 poles that cross the mitigation bank property. Seven of these poles are in relatively low areas and had additional bracing for support prior to Hurricane Ida. This additional bracing provides additional foundation support in areas with wetter soils.

Impacts to these areas consist of the following concerns. First, the foundation of the poles themselves may become weaker due to the soils being more saturated. If the soils at the base of the poles become saturated, the stability of the poles is affected. The pole may lean or wobble in high winds. This is more likely when the soils are wet. These poles may require replacement or repair on a more regular basis than the other poles in the area.

This is the reason seven of the existing poles were reinforced with bracing prior to Hurricane Ida. In these locations the soils are too weak to support the single poles. The second pole was installed for additional support. Since Hurricane Ida, the TPCG has address these concerns at most of the poles, but there are six poles where this issue remains a concern.

Additionally, the maintenance of these poles may require specialized access and equipment. Currently, the poles that are on higher, drier, ground are accessed via wheel-based pole trucks, and other supporting equipment. With the mitigation bank in place, there could be an impact on the access to these poles. The parish may have to use other equipment to access and maintain these poles. This additional equipment may include

- Marsh buggies or tracked vehicles
- Airboats
- Equipment Mats

The TPCG utility maintenance contractor is Linetech. This vendor does have equipment that can be used to access this line, even under the conditions expected when the mitigation bank is operational.

## Semi Annual Inspection

Historically, the TPCG has inspected these poles twice a year, and has done repair work on the poles once every 3 to 5 years. Although the inspections are now done via drone, the drone operator must be within a certain

distance of the drone to operate it. For the purposes of this report, All South has assumed that this inspection work will require the use of an airboat for each of the inspection in any given year. The airboat is necessary to keep the drone operator within range of the drone itself. All South has assumed each inspection requires a one day rental of the airboat, for a total of two days per year.

### Regular Maintenance

Regarding maintenance of the lines, this work occurs every three to five years. For the purposes of this report, All South has assumed this maintenance work will occur every 4 years and will require the use of a tracked vehicle to complete the work. Unlike the drone inspections, the maintenance work requires equipment and materials to be brought to the site. These equipment and materials require a tracked vehicle to move on to the site. While the material costs will not change, the added cost is the required use of a tracked vehicle for this work. All South has assumed that this work will require a tracked vehicle for one week every four years.

### New Support Poles

In addition to the regular inspections and maintenance, it is possible that the increased saturation of the soils could cause the pole foundations to be more susceptible to wind forces. This is the reason the poles in the lowest section of this line are already braced with another timber pole. With the mitigation bank operational, the TPCG can expect that the single poles will reside in soils that remain wetter for an extended period of time. This wet condition will likely cause the single timber poles to fail more quickly than under the current condition. As a result, All South recommends that the TPCG install additional bracing for the remaining poles within the mitigation bank, a total of 6 additional poles.

### Anticipated Additional Costs

The expected additional costs associated with these changes is summarized in Attachment A.

# Proposed Drainage Servitude Exchange

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TPCG acquired a drainage servitude on a portion of the JMB mitigation bank in 2012. This servitude is depicted in Attachment B. The TPCG acquired this servitude to provide access to maintain a levee and drainage ditch on JMB's property, and to maintain Bayou Grand Caillou in this area. This servitude is approximately 180 feet in width, and encompasses the drainage ditch, a small levee, the bayou, and a small portion of property on the east side of the bayou. Importantly, JMB has graded out the levee and drainage ditch on the west side of Bayou Grand Caillou as part of the mitigation bank construction.

JMB also constructed a drainage levee and ditch across the northern border of the mitigation bank. This drainage levee and ditch is within the servitude depicted on Attachment C. This drainage ditch and levee are connected to the TPCG Ashland Pump Station on the eastern end of the property.

JMB has requested that TPCG release a portion of the drainage servitude that was granted in 2012. JMB requests that TPCG release the portion of this drainage servitude from the western edge of Bayou Grand Caillou to the western edge of the servitude. This area is approximately 104' in width.

JMB has proposed to transfer additional properties on the east side of Bayou Grand Caillou, along with a separate tract that encompasses the drainage ditch/levee presented in attachment C to the TPCG. JMB proposes to transfer this property in fee title to the TPCG. The proposed additional property along Bayou Grand Caillou is depicted in Attachment D. JMB proposes to transfer a total of 80 feet on the east side of Bayou Grand Caillou to the TPCG. This additional property will be available to the TPCG to maintain Bayou Grand Caillou for drainage. JMB also proposes to provide an access point at the southern end of this property to provide access to the public right of way along La. Hwy. 57.

The TPCG asked All South to evaluate this proposed transfer of property to determine if this proposal provides a public benefit to the TPCG and the citizens of Terrebonne Parish.

The purpose of the existing TPCG servitude along Bayou Grand Caillou is twofold: 1) to provide access to maintain the levee and ditch within the JMB property, and 2) to provide access to maintain Bayou Grand Caillou for drainage. As mentioned above, JMB has already degraded the levee and drainage ditch within the JMB property as part of the mitigation bank construction. This levee and drainage ditch were used to drain the JMB property. This need no longer exists due to the construction of the mitigation bank. Therefore, the servitude on this portion of the property is no longer needed.

Regarding the portion of the existing servitude along Bayou Grand Caillou, the purpose of this servitude was to provide access to the bayou to maintain drainage. This servitude benefits the TPCG, and the TPCG has an interest in preserving appropriate adequate access to the Bayou for this purpose. JMB has proposed eliminating the portion of this servitude on the west side of Bayou Grand Caillou. If this was the only change to the servitude, this change would be detrimental to the TPCG.

However, JMB has proposed providing additional property in fee title on the east side of the bayou. The total area on the east side will be 80 feet wide. Additionally, JMB will provide access to the public ROW on the southern end of this property. When combined, these rights will provide greater access to the bayou for drainage purposes than existed prior to this change. This change is beneficial to the TPCG.



Additionally, JMB proposes to transfer the levee, drainage ditch, and accompanying fee title along the northern border of the mitigation bank, as depicted in Attachment C. These features are connected to the Ashland Pump Station. These features provide drainage benefits to various properties and businesses along Thompson Road. Rainfall that affects these properties now can be efficiently conveyed to the Ashland Pump Station. Also, the levee provides flood protection to those properties from tropical events. This protection is more important due to the removal of the flood protection features to the south associated with the construction of the mitigation bank. JMB removed several low level levees around its property as part of the mitigation bank. Since these levees are no longer in place, the properties to the north could be subject to greater risk from tidal surges related to tropical events. This new levee provides protection from those events.

Finally, the TPCG asked All South to review a Hydrologic Modification Impact Analysis (HMIA) dated Jan. 9, 2020, prepared by T. Baker Smith, LLC, for JMB. This HMIA was required as part of the mitigation bank permit application. This study includes an analysis of the proposed hydrologic modifications incorporated in to the mitigation bank. These changes are described in earlier sections of this report.

In the HMIA, T. Baker Smith concludes that there will be no additional risk of flooding to adjacent properties. This report is based on an analysis of the proposed modifications, a 25 yr. storm event, and changes in run off calculations for the subject property.

All South has reviewed this study, the basis for the recommendations, and the conclusions therein. All South finds the reports conclusions to be well founded and reasonable. Based on the review of this report, All South concurs with the report's conclusion this proposed work will present no additional risk of flooding to adjacent properties.

## ATTACHMENT A

<b>One Time Costs</b>							
Additional Pole Foundations							
				Total Length	Unit Cost/Ft	Total	
Pole Installation (6)				180	\$ 25.00	\$ 4,500.00	\$ 4,500.00
Equipment (1 weeks)						\$ 7,500.00	\$ 7,500.00
							<u>\$ 12,000.00</u>
<b>Recurring Costs (Aggregated to 10 years)</b>							
Semi Annual Inspections							
					Day Rate	Total	
Airboat Rental (2 days every year)					\$ 600.00	\$ 1,200.00	\$ 12,000.00
Routine Maintenance (every 4 years)							
				Mobilization	Rental (1 Week)	Total	
Track Vehicle				\$ 2,500.00	\$ 6,250.00	\$ 8,750.00	\$ 21,875.00
							<u>\$ 33,875.00</u>

## ATTACHMENT B



