

---

# TERREBONNE PARISH COUNCIL

## COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

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



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

### AGENDA

January 24, 2022  
5:40 PM

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

---

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

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

**CALL MEETING TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

1. **RESOLUTION:** Authorizing the Parish President to sign a service agreement with Start Corporation in the amount of \$500,000.00 to provide rapid re-housing case management and housing navigation services to persons experiencing homelessness as a result of Hurricane Ida.
2. **RESOLUTION:** Amending Resolution No. 21-369 which gave Notice of Intent to adopt Ordinance No. 9340 to amend Section 21-30(a) to include the Larry J. Randolph Community Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to rename Gray Recreation Park to the Larry J. Randolph Community Park and calling a public hearing on Wednesday, February 9, 2022 at 6:30 p.m.

3. **RESOLUTION:** Authorizing the Parish President to pursue funding for the Oysterbed Surge Protection System for Lakes Chien and Tambour together or separately.
4. **RESOLUTION:** Introduce an ordinance to amend Section 16-56(b) and Section 16-56(d) of Chapter 16, Article III, Division I, of the Parish Code Mobile retail food vendor permits and call a public hearing on Wednesday, February 9, 2022 at 6:30 p.m.
5. **RESOLUTION:** Authorizing the execution of an agreement for consultant services between TPCG and Desire Line, LLC for emergency assistance in the review and processing of building permits authorized under Executive Order on January 7, 2022.
6. Adjourn

Category Number:  
Item Number:



Monday, January 24, 2022

---

**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

---

Category Number:  
Item Number:



Monday, January 24, 2022

---

**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

---





Monday, January 24, 2022

---

**Item Title:**

Emergency Solutions Grant Program

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President to sign a service agreement with Start Corporation in the amount of \$500,000.00 to provide rapid re-housing case management and housing navigation services to persons experiencing homelessness as a result of Hurricane Ida.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Ex Summary         | 1/14/2022          | Executive Summary |
| Resolution         | 1/14/2022          | Resolution        |
| Agreement          | 1/14/2022          | Backup Material   |
| Backup             | 1/14/2022          | Backup Material   |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

|   |
|---|
| <b>PROJECT TITLE</b>  |
| Emergency Solutions Grant Program   |
| <b>PROJECT SUMMARY (200 WORDS OR LESS)</b>  |
| A resolution authorizing the Parish President to sign a service agreement with Start Corporation in the amount of \$500,000.00 to provide rapid re-housing case management and housing navigation services to persons experiencing homelessness as a result of Hurricane Ida. |

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

|  |        |                         |              |
|--|--------|-------------------------|--------------|
| An agreement with Louisiana Housing Corporation CARES Act funding Terrebonne Parish Consolidated Government to provide rapid re-housing and supportive services to persons experiencing homelessness in the wake of the COVID-19 pandemic. |        |                         |              |
| <b>TOTAL EXPENDITURE</b>   |        |                         |              |
| \$500,000.00   |        |                         |              |
| <b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>   |        |                         |              |
| ACTUAL ESTIMATED   |        |                         |              |
| <b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>   |        |                         |              |
| N/A  | NO YES | IF YES AMOUNT BUDGETED: | \$500,000.00 |

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

|            |   |   |   |   |   |   |   |   |   |
|------------|---|---|---|---|---|---|---|---|---|
| PARISHWIDE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------------|---|---|---|---|---|---|---|---|---|

*Kelli Cunningham*      1/14/22  
Signature      Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION NO.**

A resolution authorizing the Parish President to sign a service agreement with Start Corporation in the amount of \$500,000.00 to provide rapid re-housing case management and housing navigation services to persons experiencing homelessness as a result of Hurricane Ida.

WHEREAS, the Louisiana Housing Corporation has awarded Emergency Solutions Grant COVID-19 CARES Act funding authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 to Terrebonne Parish Consolidated Government for the purpose of providing rapid re-housing and supportive services to persons experiencing homelessness in the wake of the COVID-19 pandemic; and

WHEREAS there are persons experiencing homelessness that are emergency sheltered at Hurricane Ida base camps and hotels in Terrebonne Parish; and

WHEREAS, the Louisiana Housing Corporation has authorized Terrebonne Parish Consolidated Government to utilize Emergency Solutions Grant COVID-19 CARES Act funding to provide case management and housing navigation services that will assist persons experiencing homelessness sheltered at the base camps and hotels in finding permanent housing; and

WHEREAS, Start Corporation, a non-profit agency skilled in providing case management services is committed to assisting these persons experiencing homelessness in Terrebonne Parish; and

WHEREAS, Start Corporation has satisfactorily provided housing and case management services to the Terrebonne Parish Department of Housing and Human Services for many years and Terrebonne Parish Consolidated Government desires to contract with Start Corporation to assist persons rendered homeless as a result of Hurricane Ida.

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 enter into an agreement with Start Corporation in the amount of \$500,000.00.

BE IT FURTHER RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove to execute an amendment in the event additional Emergency Solutions Grant COVID-19 funds are made available by the Louisiana Housing Corporation.

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
OPTIONS FOR INDEPENDENCE, INC.**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”) is made and entered into effective on the XXth day of February 2022, by and between the Terrebonne Parish Consolidated Government (“TPCG”), herein represented by its Parish President Gordon E. Dove, acting through the authority granted by the Terrebonne Parish Council, and Start Corporation (“Contractor”), represented by Casey Guidry, Executive Director, acting through the authority granted by the attached Corporate Resolution.

**WITNESSETH**

**WHEREAS**, the Terrebonne Parish Consolidated Government (TPCG) has applied and been approved to receive certain Emergency Solutions Grants Program (“ESG”) funds through the CARES Act from the Louisiana Housing Corporation for a program intended to provide grant assistance to units of general local government to meet eligible cost in connection with emergency shelter of homeless persons, case management, as well as costs of eligible homeless prevention activities; and

**WHEREAS**, TPCG is authorized to administer the ESG Program in a manner satisfactory to the Louisiana Housing Corporation and consistent with any standards required as a condition of providing funds to eligible participants; and

**WHEREAS**, Start Corporation, Inc., a non-profit organization operating in Terrebonne Parish with the purpose of providing affordable housing to low income residents of Terrebonne Parish, is authorized to receive ESG Program funds from TPCG and has submitted a proposal that has been approved by the TPCG; and

**NOW, THEREFORE** in consideration of the mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**I. Scope of Services**

1.1. Contractor will provide to TPCG rapid re-housing case management and housing navigation services to ESG eligible participants that have become homeless as a result of Hurricane Ida.

1.2. Contractor will provide moving cost assistance to eligible participants in need of such assistance.

## **II. Terms and Conditions**

2.1. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Parish. Any subcontracts approved by the Parish shall be subject to conditions and provisions as the Parish may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

2.2. This contract is subject to and conditioned upon the availability and appropriation of Parish funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Parish; and if contract exceeds \$30,000.00 the Terrebonne Parish Council must ratify the approval of the Parish President to enter into the agreement.

2.3. The continuation of this contract is contingent upon the appropriation of funds from the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the Parish President or by any other means provided in the Parish Home Rule Charter or Louisiana Budget Act, to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first budget year for which funds are not appropriated.

## **III. Payment Terms**

3.1. Payment will be made in accordance with the budget contained in "Attachment 1" upon receipt of approved invoices and documentation.

3.2. Contractor is hereby obligated to submit final invoices to TPCG within fifteen (15) days immediately following the termination of this Agreement.

3.3. The parties agree that the maximum contract amount shall not exceed \$500,000.00.

## **IV. Termination for Cause**

4.1 TPCG may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement; provided that the TPCG shall give Contractor, written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case which cannot be corrected within thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place Contractor in default and the Agreement shall terminate on the date specified in such notice. The TPCG may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement; provided that

the TPCG shall give the Contractor written notice specifying the Contractor's failure and a reasonable opportunity for the Contractor to cure the defect.

## **V. Termination for Convenience**

5.1. Either party may terminate this Agreement, without cause or reason, at any time by giving thirty (30) days written notice to other party. Upon receipt of notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services, and supplies in connection with the performance of this Agreement.

## **VI. Ownership of Work Product, Confidentiality and Copyright**

6.1. Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of Terrebonne Parish Consolidated Government, confidentiality rules and facility access procedures.)

6.2. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1,000.00 or more. The contractor has the responsibility to submit to the Parish, Finance Department an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Parish. Contractor agrees to deliver any such equipment to the Parish within 30 days of termination of services.

6.3. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against the Parish, the Parish shall promptly notify Contractor in writing and Contractor shall defend such claim in the Parish's name, but at Contractor's expense and shall indemnify and hold harmless the Parish against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.

## **VII. Assignment**

7.1. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the TPCG, provided however, that claims for money due or to become due to the Contractor from the TPCG may be assigned to a bank, trust company, or other financial institution without prior

written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG. Additionally, the Contractor shall not subcontract any work to any party without the prior written consent of the TPCG.

### **VIII. Audit Clause**

8.1. The Terrebonne Parish Consolidated Government, Finance Department or those designated by the Parish shall have the option of auditing all accounts pertaining to this contract during the contract and for a three-year period following final payment. Contractor grants to the Terrebonne Parish Consolidated Government and any other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as maybe promulgated by the Parish. Records will be made available during normal working hours.

8.2. Contractor shall comply with federal and state laws and/or Terrebonne Parish Consolidated Government Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, one (1) copy of the audit report shall be sent to the Terrebonne Parish Consolidated Government (Parish), Finance Department, P. O. Box 2768, Houma, LA 70361.

### **IX. Amendments**

9.1. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Parish. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

### **X. Discrimination Clause**

10.1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.

### **XI. Fiscal Responsibilities**

11.1. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense,

all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.

11.2. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

## **XII. Records**

12.1. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended there under for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Parish such records within thirty (30) days of the Parish's written request and shall deliver such records to the Parish's Finance Department, at 8026 Main Street, Houma, Louisiana, all without expense to the Parish. Contractor shall allow the Parish to inspect, audit or copy records at the contractor's site, without expense to the Parish.

12.2. All records, reports, documents and other material delivered or transmitted to Contractor by the Parish shall remain the property of the Parish, and shall be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish, and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of this contract.

## **XIII. Travel Expenses and Reimbursement**

13.1. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations, as agreed by The Parish. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.

13.2. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Parish. In the event the Parish determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Parish shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.



#### **XIV. Term of the Agreement**

14.1. The term of this Agreement shall commence on January 24, 2022 and shall continue in effect until August 31, 2022, unless sooner terminated as provided in Paragraphs VI and V.

#### **XV. Insurance**

15.1. The Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement by the Contractor or, its agents' representatives, employees or drivers.

##### **15.1.1. Minimum Limits of Insurance**

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation Insurance to meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 and shall include:
  - a. Alternate Employer Endorsement
  - b. Voluntary Compensation Endorsement
4. Professional Liability: \$1,000,000 per claim, \$2,000,000 annual aggregate.

##### **15.1.2. Other Insurance Provisions**

1. The policies are to contain, or be endorsed to contain the following provisions:
  - a. Each receiving party is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party; vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under "who is insured" automatically provides liability coverage in favor of each party named as "additional insured."
  - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
  - c. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- d. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation
- 2. Workers' Compensation and Employers Liability Coverage: The insuring party's and the insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.
- 3. All Coverages
  - a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
  - b. All policies above endorsed to be primary coverage to any other coverage.
  - c. Coverages should be endorsed to cover proper "territory" of operations.

15.1.3. Acceptability of Insurers: Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-V1.

15.1.4. Verification of Coverage: The parties to this agreement shall furnish to each other party certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the receiving party before work commences. Each party reserves the right to require complete, certified copies of all required policies, at any time.

## **XVI. Hold Harmless and Indemnification**

16.1. Contractor agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers (hereinafter referred to as "TPCG"), from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of Contractor its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TPCG as a result of any such claim, demands, and/or causes of action; except that the indemnity provided in this agreement shall not apply to any liability resulting from the sole negligence of TPCG, and in the event of joint and concurrent negligence of both Contractor and TPCG, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity

available to the TPCG under Louisiana law and without waiving any defenses of the parties hereto; and, Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of the TPCG.

#### **XVII. Severability**

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

#### **XVIII. Superseding Clause**

18.1. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

#### **XIX. Governing Law**

19.1. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.

#### **XX. Notices**

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

Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government  
P.O. Box 2768, Houma, LA 70361

Casey Guidry, Executive Director  
Start Corporation  
420 Magnolia Street  
Houma, LA 70360

**THUS DONE AND SIGNED** effective this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence of the undersigned witnesses and notary public after a due reading of the  
whole.

**WITNESS:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

/s/ \_\_\_\_\_  
Print name:

/s/ \_\_\_\_\_  
Gordon E. Dove  
Parish President

/s/ \_\_\_\_\_  
Print name:

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

**THUS DONE AND SIGNED** effective this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, in the presence of the undersigned witnesses and notary public after a due reading of the  
whole.

**WITNESS:**

**START CORPORATION**

/s/ \_\_\_\_\_  
Print name:

/s/ \_\_\_\_\_  
Casey Guidry  
Executive Director

/s/ \_\_\_\_\_  
Print name:

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

Housing Navigation Team

| Position                                  | Incumbent           | Rate     | Hours | Salary                     | Benefits *   | Total 6 months |
|---|---------------------|----------|-------|----------------------------|--------------|----------------|
| Vice President/Project Coordinator (LCSW) | Greg Gleason        | \$ 57.69 | 1040  | \$ 59,997.60               | \$ 14,999.40 | \$ 74,997.00   |
| Project Coordinator (LCSW)                | Kim Adams           | \$ 35.58 | 1040  | \$ 37,003.20               | \$ 9,250.80  | \$ 46,254.00   |
| Housing Navigator                         | Jolisa Balony       | \$ 22.28 | 1040  | \$ 23,171.20               | \$ 5,792.80  | \$ 28,964.00   |
| Housing Navigator                         | Wanda Boudreaux     | \$ 19.47 | 1040  | \$ 20,248.80               | \$ 5,062.20  | \$ 25,311.00   |
| Housing Navigator                         | Darraneisha Coleman | \$ 14.90 | 1040  | \$ 15,496.00               | \$ 3,874.00  | \$ 19,370.00   |
| Housing Navigator                         | Bethany Darnell     | \$ 17.33 | 1040  | \$ 18,023.20               | \$ 4,505.80  | \$ 22,529.00   |
| Housing Navigator                         | Casey Fabre         | \$ 27.48 | 1040  | \$ 28,579.20               | \$ 7,144.80  | \$ 35,724.00   |
| Housing Navigator                         | Joshua Moffett      | \$ 22.28 | 1040  | \$ 23,171.20               | \$ 5,792.80  | \$ 28,964.00   |
| Housing Navigator                         | Jai'Jaun Manual     | \$ 14.42 | 1040  | \$ 14,996.80               | \$ 3,749.20  | \$ 18,746.00   |
| Housing Navigator/Peer Support Specialist | Tiera Stringer      | \$ 15.90 | 1040  | \$ 16,536.00               | \$ 4,134.00  | \$ 20,670.00   |
| Data Entry/Admin Asst                     | Shana Morrison      | \$ 24.76 | 1040  | \$ 25,750.40               | \$ 6,437.60  | \$ 32,188.00   |
| Admin Asst                                | Jamie Guidry        | \$ 17.33 | 1040  | \$ 18,023.20               | \$ 4,505.80  | \$ 22,529.00   |
|   |                     |          |       | Salary & Benefits Subtotal |              | \$ 376,246.00  |

|  |  |  |  |                     |  |              |
|--|--|--|--|---------------------|--|--------------|
| Office Space/Utilities/Copier/Scanner        |  | Prorated at \$1000 per month                   |  |                     |  | \$ 6,000.00  |
| Fuel for Company Vehicle                     |  | 1000 miles per month @ .50 per mile X 6 months |  |                     |  | \$ 3,000.00  |
| Vehicle Lease                                |  | \$600 per vehicle per month X 2 vehicles       |  |                     |  | \$ 7,200.00  |
| Electronic Health Record Fees                |  | \$500 per month                                |  |                     |  | \$ 3,000.00  |
| Cell Phones for Staff                        |  | 10 phones @ \$60 per month x 6 months          |  |                     |  | \$ 3,600.00  |
| Tablet Data Package for Working in Community |  | 10 tablets @ \$10 per month x 6 months         |  |                     |  | \$ 600.00    |
| Tenant Moving Costs                          |  |  |  |                     |  | \$ 43,917.10 |
|  |  |  |  | Operations Subtotal |  | \$ 67,317.10 |

Indirect Cost Rate (15% of Salaries & Benefits) \$ 56,436.90

Total Requested Amount \$ 500,000.00



Monday, January 24, 2022

---

**Item Title:**

RESOLUTION: Amending RESOLUTION NO 21-269 which gave Notice of Intent to adopt Ord. 9340 for Larry J. Randolph Community Park

**Item Summary:**

**RESOLUTION:** Amending Resolution No. 21-369 which gave Notice of Intent to adopt Ordinance No. 9340 to amend Section 21-30(a) to include the Larry J. Randolph Community Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to rename Gray Recreation Park to the Larry J. Randolph Community Park and calling a public hearing on Wednesday, February 9, 2022 at 6:30 p.m.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 1/21/2022          | Executive Summary |
| Resolution         | 1/21/2022          | Resolution        |
| Cover Memo         | 1/18/2022          | Cover Memo        |
| Proposed Ordinance | 1/18/2022          | Ordinance         |
| Exhibit A          | 1/18/2022          | Exhibit           |
| Adopted Motion     | 1/18/2022          | Backup Material   |
| Backup Material    | 1/18/2022          | Backup Material   |



**EXECUTIVE SUMMARY**  
(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE   |
|---|
| <b>RESOLUTION:</b> Amending Resolution No. 21-369 which gave Notice of Intent to adopt Ordinance No. 9340 to amend Section 21-30(a) to include the Larry J. Randolph Community Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to rename Gray Recreation Park to the Larry J. Randolph Community Park and calling a public hearing on Wednesday, February 9, 2022 at 6:30 p.m. |

| PROJECT SUMMARY (200 WORDS OR LESS)  |
|--|
| A Resolution amending Resolution No. 21-369 which gave Notice of Intent to adopt Ordinance No. 9340 to amend Section 21-30(a) and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include Larry J. Randolph Community Park among the list of parks. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)   |
|--|
| At their meeting on Wednesday October 6, 2021, Recreation District No. 1. Board passed a motion to rename Gray Recreation Park to Larry J. Randolph Community Park in honor of Mr. Larry J Randolph who was instrumental in the creation and development of this park over the years. By adding the renamed park to the list, it will establish the parks hours (essentially dusk until dawn) and list it amongst the drug free zones thus giving our law enforcement personnel the ability to fine and remove those who violate these ordinances. |

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

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

\_\_\_\_\_  
Chris Pulaski  
Christopher Pulaski, PLA  
Planning & Zoning Director

\_\_\_\_\_  
01/18/22  
Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

A Resolution amending Resolution No. 21-369 which gave Notice of Intent to adopt Ordinance No. 9340 to amend Section 21-30(a) to include Larry J. Randolph Community Park and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to change the name of Gray Recreation Park to Larry J. Randolph Community Park in honor of Mr. Larry J. Randolph as well as to establish hours of operation and list it as a drug free zone for the use and enjoyment of the citizens of Terrebonne Parish.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that notice of intent is given for adopting an ordinance to amend Section 21-30(a) and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include Larry J. Randolph Community Park in honor of Mr. Larry J. Randolph as well as to establish hours of operation and list it as a drug free zone.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, February 9, 2022 at 6:30 p.m.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

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

\* \* \* \* \*

I, SUZETTE THOMAS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Community Development and Planning Committee on \_\_\_\_\_, 2022 and subsequently ratified 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.

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





P.O. BOX 6097  
HOUMA, LOUISIANA 70361  
(985) 868-5050



P.O. BOX 2768  
HOUMA, LOUISIANA 70361  
(985) 868-3000

## TERREBONNE PARISH CONSOLIDATED GOVERNMENT

---

### MEMORANDUM

**To:** Hon. Gordon E. Dove  
Parish President

**From:** Chris Pulaski  
Director, Planning & Zoning Department

**Date:** January 18, 2022

**Re:** Resolution to Introduce Ordinance to amend Sec 21-30(a) and Sec 21-31 to include Larry J. Randolph Community Park among list of parks

---

This proposed inclusion of Larry J. Randolph Community Park will rename Gray Recreation Park in honor of Mr. Larry J. Randolph as per the Rec District 1 Board approval as well as allow for this park to be included as a park to establish hours of operation and list it as a drug free zone so that law enforce may enforce these ordinances.

Please feel free to contact me at (985) 873-6569 or at [cpulaski@tpcg.org](mailto:cpulaski@tpcg.org) with any questions concerning this matter.

OFFERED BY:  
SECONDED BY:

**ORDINANCE NO.**

AN ORDINANCE AMENDING **ORDINANCE NO. 9340** TO AMEND SECTION 21-30(A) AND SECTION 21-31 OF CHAPTER 21, RECREATION AND PARKS, ARTICLE II PARISH GENERALLY, OF THE TERREBONNE PARISH CODE.

**WHEREAS**, Sec. 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matter necessary, requisite or proper for the management of parish affairs, and all other subject matter without exception, subject only to the limitation that the same shall not be inconsistent with the constitution or expressly denied by general law applicable to the parish; and

**WHEREAS**, the Terrebonne Parish Council and Terrebonne Parish Administration wishes to include **Larry J. Randolph Community Park** under Section 21-30(a) and change the name of Gray Recreation Park to **Larry J. Randolph Community Park** in Section 21-31 in honor of Mr. Larry J. Randolph as well as to establish hours of operation and list the park as a drug free zone for the use and enjoyment of the citizens of Terrebonne Parish; and

**NOW, THEREFORE BE IT ORDAINED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the following be enacted:

**SECTION I**

Chapter 21, Article II, Section 21-30(a) and Section 21-31 of the Terrebonne Parish Code be amended as per the attached Exhibit A.

**SECTION II**

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

**SECTION III**

This ordinance shall become effective upon approval by the Parish President.

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

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

---

DARRIN GUIDRY, CHAIRMAN  
TERREBONNE PARISH COUNCIL

---

TAMMY E. TRIGGS  
ASSISTANT 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, TAMMY E. TRIGGS, Assistant 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 E. TRIGGS  
ASSISTANT COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

## **Exhibit A – Amendments to Sec. 21-30(a) and 21-31**

### **Sec. 21-30. - Same—In parks, playgrounds.**

(a) The use, possession or presence of alcoholic beverages shall be prohibited in the confines of the parks/playgrounds listed below:

Dumas Park

Southside Park

Hormann Park

Lee Avenue Park

Ernest C. Moss Memorial Park

Charlton P. Rozands Park

Barrios Park

June Drive Park

Mulberry Park

Summerfield Park

Southdown West Park

Harmon Park

Authement Street Park

Morning Star Baptist Church located at [108](#) Livas Lane

Houma Heights Park

**Larry J. Randolph Community Park**

## **Sec. 21-31. - Drug-free zones.**

In accordance with the provisions of Act 171 of the 1989 Legislature (R.S. 17:402 et seq.), the maps attached to the ordinances from which this section is derived and incorporated herein by reference are hereby established as the boundaries of the following parks and recreation areas, which are hereby established as drug-free zones of Terrebonne Parish:

Bourg Recreation Complex

Dumas Auditorium and Recreation Complex

Charlton P. Rozands Park

Lee Avenue Park

VFW Park between Barrow and Roussel

Ernest C. Moss Memorial Park

Houma Highrise Complex

Crozier Subdivision Park

Gibson Recreation Complex

Donner Recreation Complex

Recreation District No. 9 Complex area

Village East Park

Friendswood School and Park

Dulac Community Center

Bayou Dularge Recreation Center

Grand Caillou Swimming Pool and Playground

East Houma Recreation Complex (located on the air base)

Mahler Street Park

Legion Avenue Park

Harmon Park

Williams Avenue Recreation Complex

Legion Park Area

Schriever Recreation Center

Andrew Price Recreation Center

~~Gray Recreation Park Site~~ **Larry J. Randolph Community Park**

Oakshire Recreation Park/Gym

Authement Street Park

St. Gregory Catholic School (District 4)

Mount Olive Baptist Church in Gray

Mount Vernon United Methodist Church in Gray

Eaglewright Baptist Church along Highway 316

First Baptist Church along Highway 24 South

First Baptist Church along Main Street

New St. Matthews Baptist Church along Smith Lane

New Rising Sun Baptist Church along St. Charles

New Salem Baptist Church along Lafayette Street

Beautiful Zion Baptist Church along Railroad Street

Wesley United Methodist Church along Canal Street

Pleasant View Baptist Church along Naquin Street

House of the Lord along Hobson Street

An unknown named church along Antoine Street

Sunlight Baptist Church along Bull Run Road

St. Lawrence Catholic Church along Bull Run Road

Triumph Baptist Church along Highway 182

St. James Baptist Church along South Bayou Black Drive

St. Patrick Catholic Church along Carrol Street

Mount Pilgrim Baptist Church along Parish Road 15

Beulah Baptist Church along Parish Road 15

Smithridge Gym/Ball Park(located in the Smithridge Community of Chauvin)

Morning Star Baptist Church located at [108](#) Livas Lane

Merry Oaks Preschool (Ord. No. 8275)

### **Houma Heights Park**

(Ord. No. 4733, § I, 11-6-91; Ord. No. 4734, § I, 11-20-91; Ord. No. 4754, § I, 1-8-92; Ord. No. 4783, § I, 2-26-92; Ord. No. 4815, § I, 4-8-92; Ord. No. 4822, § I, 4-22-92; Ord. No. 4855, § I, 6-10-92; Ord. No. 4940, § I, 10-14-92; Ord. No. 5200, § I, 2-23-94; Ord. No. 5227, § I, 4-27-94; Ord. No. 5239, § I, 5-11-94; Ord. No. 5250, § I, 5-25-94; Ord. No. 5765, § I, 4-9-97; Ord. No. 5775, § I, 5-14-97; Ord. No. 5910, § I, 5-27-98; Ord. No. 5930, § I, 7-8-98; Ord. No. 5966, § I, 9-23-98; Ord. No. 6265, § I, 6-28-00; Ord. No. 6278, § I, 7-26-00; Ord. No. 6742, § I, 3-26-03; Ord. No. 8275, § I, 3-27-13)

**Cross reference—** Drug-free zones, § 13-3.

**PROCEEDINGS OF THE TERREBONNE PARISH RECREATION DISTRICT  
NO.1 BOARD, OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA,  
TAKEN AT A PUBLIC MEETING HELD ON OCTOBER 6, 2021**

The board of Terrebonne Parish Recreation District No. 1 met in public meeting at its regular meeting place, Andrew Price Gym, 1829 West Park Avenue, Schriever, LA 70395 on Wednesday, October 6, 2021, evening, at 6:00 P.M.

**THERE WERE PRESENT/ABSENT:**

|                |                         |                                   |
|----------------|-------------------------|-----------------------------------|
| Board Members: | Mark Amedee (President) | <u>√</u> Present <u>  </u> Absent |
|                | Timothy Ward            | <u>√</u> Present <u>  </u> Absent |
|                | Teri Chatagnier         | <u>  </u> Present <u>√</u> Absent |
|                | Karen Moore             | <u>  </u> Present <u>√</u> Absent |
|                | Wenda McCoy             | <u>  </u> Present <u>√</u> Absent |
|                | Christine Parr Vitter   | <u>√</u> Present <u>  </u> Absent |
|                | Anthony Rainey          | <u>√</u> Present <u>  </u> Absent |

Quorum Met √ Yes    No

The Board of Terrebonne Parish Recreation District No. 1 was duly convened as the governing authority of said District by Mr. Mark Amedee, Chairman, who then stated the Board was ready for the transaction of business.

Chairman Mark Amedee called for a motion to accept the minutes of the July 8, 2021; Public Meeting as written. On a motion by Anthony Rainey seconded by Timothy Ward a motion carried with all others present in favor to adopt the minutes as presented.

**{Motion #01-10621}**

**Yes: Anthony Rainey, Christine Parr-Vitter, Timothy Ward, Mark Amedee**

**No: N/A**

Mr. Amedee called for public comment on any agenda item.

Mr. Adams, a member of the community addressed the board with some concerns he has with consolidation of the recreation districts. Mr. Adams stated that he has the paperwork for the board to approve for the renaming of the Gray Park to Larry J. Randolph Memorial Park. Mr. Adams stated that he was going to get the paperwork to the district for Mr. Amedee to bring to the attorney for approval.

**Financial Report**



A financial status report was delivered to the Board by Debbie Bourg/Accountant in printed format. The reports consisted of income statement. Balance sheet, account balances, as well as check registers/deposit detail since the last Board meeting. Other items presented were:

1. Journal entries with backup for the entries, bank reconciliations, as well as deposits and transfers were available for review upon request.
2. Current cash availability in the checking/investment accounts.
3. Income and expenses were provided.

Chairman Mark Amedee called for a motion to accept the financial report as presented. On a motion by Timothy Ward seconded by Anthony Rainey a motion carried with all others present in favor to accept the financial report as presented.

**{Motion #02-10621}**

**Yes: Anthony Rainey, Christine Parr-Vitter, Timothy Ward, Mark Amedee**

**No: N/A**

Chairman Mark Amedee opened the floor for discussion on recommendation on Coteau Bayou Blue Park construction

On a motion by Christine Parr-Vitter seconded by Anthony Rainey a motion carried with all others present in favor to deviate from #3 to #9 on the agenda.

**{Motion #03-10621}**

**Yes: Anthony Rainey, Christine Parr-Vitter, Timothy Ward, Mark Amedee**

**No: N/A**

Chairman Mark Amedee opened the floor for discussion on recommendation on Andrew Price Bathroom Addition

Mr. Amedee stated that with the hurricane, the start date on the bathroom addition was moved back to October 1<sup>st</sup>. Mr. Amedee stated that the contractor will start moving equipment to AP Gym Thursday or Friday.

Chairman Mark Amedee opened the floor for discussion on recommendation on Oakshire Park & Oakshire Gym ADA Bathroom Engineer Bid

Mr. Amedee stated that he will be tabling until further in the year.

Chairman Mark Amedee opened the floor for discussion on recommendation on Enclosed Press Box for Baseball Fields.

Mr. Amedee stated that he will be tabling until further notice.

Chairman Mark Amedee opened the floor for discussion on recommendation on Zip Line and Playground Tunnel Hills

Mr. Amedee stated that we have the culverts for the tunnels. Mr. Amedee stated that we are still in the works of getting these constructed.

Chairman Mark Amedee opened the floor for discussion on recommendation on Cover for Basketball Court at Gray Park

Mr. Amedee stated that this item will be tabled until next month's meeting. Mr. Amedee stated that he would like to have ceiling fans and lighting under the cover. Mr. Amedee stated that he wants to check to see about piggyback from other districts.

### New Business

Mr. Amedee provided a job status update report.

Mr. Amedee stated that with the hurricane we had about 40 trees that got messed up. Mr. Amedee stated that we need to have the poles on the football field and baseball straightened. Mr. Rainey stated that he received an email regarding the batting cage at Schriever. Mr. Amedee stated that he would get the maintenance guys to fix. Mr. Amedee stated that most of the pavilions at the facilities was lost or damaged from the hurricane. Mr. Amedee stated that one set of bleachers at Gray Park will have to be replaced. Mr. Amedee stated that the fence at Oakshire Baseball field as crashed by a tree. Mr. Amedee stated that Oakshire has panels missing from the side and the back of the gym. Mr. Amedee stated that he has met with the insurance adjusters.

Chairman Mark Amedee opened the floor for discussion on recommendation on Renaming the Gray Park to Larry J. Randolph Memorial Park.

Mr. Amedee stated that Mr. Adams has the paperwork with all of Mr. Randolph's contributions.

On a motion by Anthony Rainey seconded by Christine Parr-Vitter a motion carried with all others present in favor to accept Mr. Randolph's credentials and contributions that he did for the Gray community and the Gray Park and that we rename the park to Larry J. Randolph Community Park.

{Motion #04-10621}

Yes: Anthony Rainey, Christine Parr-Vitter, Timothy Ward, Mark Amedee

No: N/A

Chairman Mark Amedee opened the floor for discussion on recommendation on Transmission for the Backhoe.

Mr. Amedee stated that we have the quotes to replace the transmission on the backhoe. Mr. Amedee stated to replace the transmission with 1 year warranty would be \$20,619.77 and for a rebuilt transmission with 6-month warranty would be \$15,550. The board members decided with all the damage around all the facilities the backhoe would be a great asset. Mr. Amedee stated that they could use the backhoe to remove all the trees that are down. Mr. Amedee stated that the transmission was out on the Gravely lawn mower and was being taken to the shop.



On a motion by Christine Parr-Vitter seconded by Anthony Rainey a motion carried with all others present in favor to purchase new transmission for \$20,619.77 with 1-year warranty from Briggs.

{Motion #05-10621}

Yes: Anthony Rainey, Christine Parr-Vitter, Timothy Ward, Mark Amedee

No: N/A

Chairman Mark Amedee opened the floor for discussion on recommendation on Purchase of the Dump Trailer

Mr. Amedee stated this is tabled until further notice.

Chairman Mark Amedee opened the floor for discussion on recommendation on District Manager to go into Executive Session

On a motion by Christine Parr-Vitter seconded by Anthony Rainey a motion carried with all others present in favor to move into Executive Session.

{Motion #06-10621}

Yes: Anthony Rainey, Christine Parr-Vitter, Timothy Ward, Mark Amedee

No: N/A

On a motion by Christine Parr-Vitter seconded by Anthony Rainey a motion carried with all others present in favor to move back to regular meeting. Mr. Amedee stated that the board has decided to advertise for new District Manager position. Mr. Clarence Francis is acting manager until new manager is hired.

{Motion #07-10621}

Yes: Anthony Rainey, Christine Parr-Vitter, Timothy Ward, Mark Amedee

No: N/A

The next Board meeting was set for 6:00 P.M. on November 29, 2021 @ Oakshire Gym.

The meeting adjourned at 6:49 PM. On a motion by Anthony Rainey seconded by Timothy Ward

{Motion #08-10621}

Yes: Anthony Rainey, Christine Parr-Vitter, Timothy Ward, Mark Amedee

No: N/A

---

Mark Amedee (President)

To Whom it may concern,

It is my honor to share with you the tireless efforts of Mr. Larry J Randolph as he worked endlessly to acquire a Parish recreational park in the Gray community.

Larry saw the need for a park in the Gray Community in the late 80's. He called and visited many public officials and Property owners laboring continuously to find land for the park.

He contacted me about the land my family owned in the Gray area. Larry shared with me his concerns about the children having a park to play on. My family and I met and agreed to help Larry and the community. Larry and I located land with the best access for a community park. My family gave Larry the cost of the property to bring before the recreation board. The cost of the property next to the UPS Service Center in the Gray Community for Recreation District 1 was priced above what the Parish was willing to pay.

Larry and I worked closely together to come up with an acceptable price that was below standard market value to meet the Parish approval. Larry then worked with the Parish President Barry Bonvillain and other members of the parish government to secure a federal grant to purchase playground equipment.

I assisted Larry with information to start the Upper Gray Improvement Committee, a Non-Profit Community organization to except donations. My family also donating property behind the Gray Park to the Upper Gray Improvement Committee, a nonprofit organization in Gray. Larry took care of the upkeep of this property as well as the upkeep at the Gray Park until his health failed him and he required ongoing care from his family in another state.

Mr. Larry J. Randolph's commitment and hard work built the Gray Park and a great friendship.

Sincerely,

*Carl Heck Jr.*  
Carl Heck Jr.





THE GRAY IMPROVEMENT COMMITTEE INC.

P O BOX 1688, GRAY LA 70359

### **Mr. Larry J Randolph contributions to the Gray Park and community**

Larry Randolph was a strong family man that dedicated himself to helping people in the community.

Larry also had that larger-than-life attitude that attracted people to him. When he lived on Willowdale he would also tell the kids to stop playing in the street. He stated the kids should have a park to play on.

He went to work. He contacted District 2 Councilman Charlie Duet they formed a committee to find a piece of property in the Gray area.

Mr. Randolph located a piece of property that belonged to Mr. Carl Heck and family. He was instrumental in negotiating the sale of the property in Gray to meet the price approval for the Terrebonne Parish Recreational District 1 in North Terrebonne. Larry purchased the property in front of the Park to build a new home for his family. Larry authorized the right of way so vehicles could pass to and from the park. He donated some of his land to widen road to the park. He gave the Recreational District 1 permission to place drainage ditches on his property to drain the water when it rain.

One of Larry's proudest moments was at the groundbreaking of the Gray Park. His work was not done the park needed playground equipment. Larry went to the acting parish president Barry Bonvillain and ask how he could secure a federal grant to purchase playground equipment for the Gray Park.

He took on the duties as Park maintenance, custodian, monitor and planner of events. Larry was deputized so that he could protect the community during events and church worship. He assisted in controlling the traffic on Sundays or whenever needed in the community.

Larry gathered devoted community people who shared his passion and commitment to the safety and wellbeing of the youth in the community. They formed the Upper Gray Improvement Committee, a nonprofit organization focused on the community of Gray. He worked as President for many years.

He later approved the renaming of the organization to The Gray Improvement Committee Inc. He acquired two donated properties adjacent to the park from the Heck Family. He assisted in securing grant and government funds for the nonprofit to operate currently today.

Larry J Randolph was recognized for his philanthropy throughout the Tri-Parish. He received a Humanitarian Award through Nicolls State University and Lorio Foundation another proud moment in his life. Larry was a father to the fatherless and an example of courage and persistence.

Larry was a fierce leader until his health started to decline.

It would be fitting to rename the Gray Park to the **Larry Randolph Community Park**. The name is approved and supported by Randolph family and the GIC community members.

Thank you

The GIC Board members



Monday, January 24, 2022

---

**Item Title:**

Oysterbed Surge Protection System

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President to pursue funding for the Oysterbed Surge Protection System for Lakes Chien and Tambour together or separately.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 1/19/2022          | Executive Summary |
| Resolution         | 1/19/2022          | Resolution        |
| Memo               | 1/19/2022          | Cover Memo        |
| Attachment A       | 1/19/2022          | Backup Material   |
| Plans              | 1/19/2022          | Backup Material   |



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE   |
|---|
| A resolution authorizing the Parish president to seek funding for the Oysterbed Surge Protection System for Lakes Chien and Tambour together or separately. |

| PROJECT SUMMARY (200 WORDS OR LESS)   |
|---|
| A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO PURSUE FUNDING FOR LIVING SHORELINES TO PROTECT THE INTEGRITY OF THE COASTLINE WHILE PROTECTING, RESTORING OR ENHANCING HABITAT FOR ENVIRONMENTALLY AND COMMERCIALY IMPORTANT NATURAL RESOURCES. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)  |
|---|
| To support the application for approximately \$5.7M from the National Fish and Wildlife Foundation for the Lake Chien portion of the shovel ready living shoreline oysterbed project. This is emergency funding and does not require a local costshare/match. |

| TOTAL EXPENDITURE                         |  |
|---|--|
| N/A                                       |  |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)       |  |
| ACTUAL – N/A                              | ESTIMATED  |
| IS PROJECT ALREADY BUDGETED: (CIRCLE ONE) |  |
| N/A                                       | <div><div>NO</div><div>YES</div><div>IF YES AMOUNT BUDGETED:</div></div> |

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

Chris Pulaski

Signature

1/19/2022

Date



OFFERED BY:  
SECONDED BY:

RESOLUTION NO. 22-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO PURSUE FUNDING FOR LIVING SHORELINES TO PROTECT THE INTEGRITY OF THE COASTLINE WHILE PROTECTING, RESTORING OR ENHANCING HABITAT FOR ENVIRONMENTALLY AND COMMERCIALY IMPORTANT NATURAL RESOURCES.

**WHEREAS**, the Terrebonne Parish Consolidated Government was awarded funding allocated through the Coastal Restoration and Protection Authority (CPRA) and matched that funding to install an Oyster Bed Surge Protection System in Lake Chien and Lake Tambour as described in Attachment A, and

**WHEREAS**, Terrebonne Parish Consolidated Government has developed the engineering for the project with those funds and has a shovel ready project to protect the shorelines with a proven and nature based and nurturing solution; and

**WHEREAS**, the Parish has successfully implemented a similar project (TE-45) that protected the Lake Barre' demonstration site shoreline and plant habitat for over ten (10) years; supported oysters and spat; and protected the marsh beyond; and

**WHEREAS**, funding is available through a competitive application offered by the National Fish and Wildlife Foundation without a requirement for local match funding; and

**WHEREAS**, the shoreline is critical to the protection of the marsh itself and the protection of infrastructure currently supported or buffered by the marsh including pipelines and the Morganza to the Gulf levee system; and

**WHEREAS**, the area provides habitat that is consistently suitable for spawning, fish and shellfish as well as water fowl important to the habitat and economic value for subsistence and tourism;

**NOW, THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council that the Parish President is hereby authorizing the president to continue to seek funding through partners including the National Fish and Wildlife Foundation supporting the oyster bed surge protection project or equivalent.

January 19, 2022

MEMO TO: Gordon E. Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for Agenda Item January 24<sup>th</sup> and 26<sup>th</sup>, 2022  
Resolution supporting the Oysterbed Surge Protection System

---

Attached is a Resolution requesting the support of the council for the President to seek funds to support the Oysterbed Surge Protection System in Lakes Chien and Tambour. Funding was already provided by the CPRA and the parish on a 1:1 basis, and the plans are at 95% complete, the permit is nearing approval (CUP) and the oyster leases are ready to be valued. The National Fish and Wildlife Foundation is offering emergency funds up to \$5M (or so) with no match requirement. The NFWF and CPRA have encouraged us to apply.

Should you have any questions or require additional information, please contact me at extension 1410.

Thanks,  
Chris

## **Attachment A**

The Oyster Bed Surge Protection System is both a coastal preservation and restoration project. It is also a marsh protection initiative. The project will be accomplished by laying Gabion mats on the shoreline to protect from erosion from wave action, rain, and storms. The mats are filled with rock and oyster shell if affordable at the time, and provides protection from predators for oyster spat. The oysters that grow on the mats also extend the life of the installation by creating a living cover for the mats growing towards the surface.

### **Work Completed**

The Coastal Protection and Restoration Authority provided a grant matched by the Parish. The Parish has developed 95% plans, a permit application and all necessary geotechnical study with those funds. The plans project footprint of at least 3.5 miles of hardened shoreline (see attached maps).

### **Construction**

The has site specific engineering though the project is following the successful TE-45 demonstration project monitored for 10 years in Lake Barre showing significant reduction in shoreline retreat and support of oysters.

The engineering provides for a low impact installation of Gabion mat methodology suited to this environment for longterm shoreline protection. The engineer will advise the parish which sections of the lake shorelines that are the most critical, beneficial, and feasible to perform first.

### **Benefits**

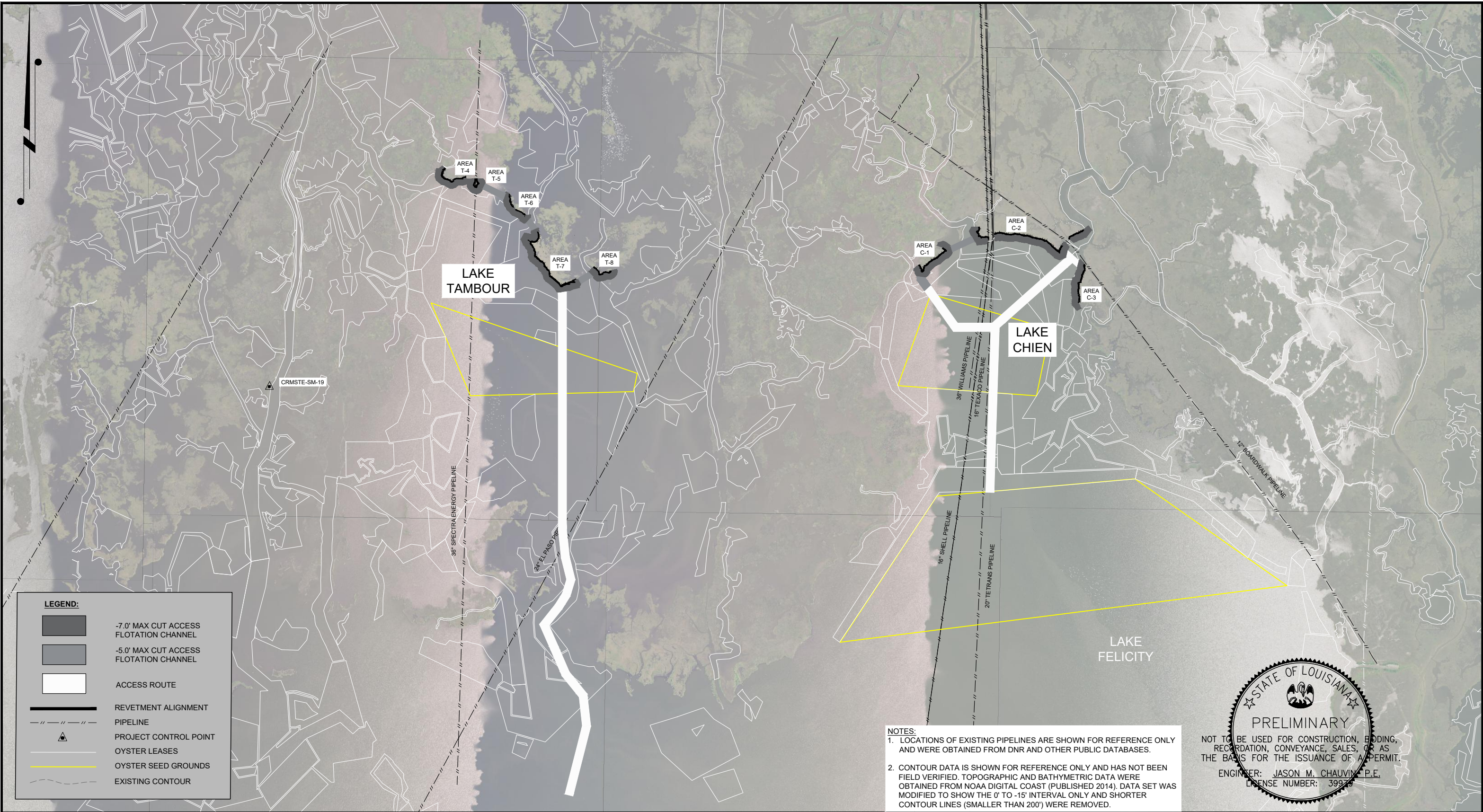
The metrics of success are in miles of living shoreline applied to the coast, and the acres of marshland protected or expected to accrete due to the installation. Other benefits are to the oyster population, the wildlife populations that thrive in the marsh, and the infrastructure that is reliant upon the support of the marsh.

The Oyster Bed Surge Protection System is the first step toward hardening the lakes on the eastern shorelines of the Parish. Shoreline protections preserve the marshes that host populations of migrating birds as well as shellfish and shrimp. Oil and gas pipelines cross the lake shoreline and are buried in the lakes and in the marsh above the lakes.

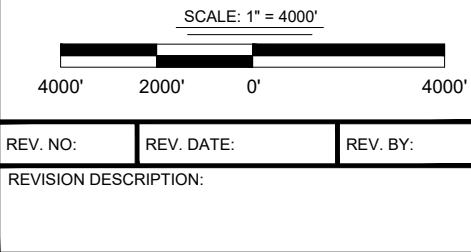
The shoreline has been receding unchecked with the investments of the Parish being focused on the Morganza to the Gulf footprint to protect the Parish. This effort does not function in the long term without the buffer of the marsh and wetland to take the first flush of the storm surge and normal wave fetch.



6/25/2021 - P:\Y-2017\2017.0907\DWG\ENGINEERING\PLAN SET\03 - OVERALL SITE PLAN REV1.DWG



**T. BAKER SMITH**  
A CENTURY OF SOLUTIONS  
412 South Van Ave, Houma, LA 70363  
(985)868-1050 - tbsmith.com



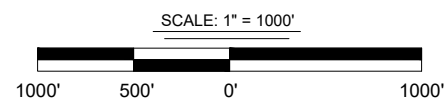
|               |                                  |              |           |
|---------------|----------------------------------|--------------|-----------|
| DRAWN BY:     | ADS                              | APPROVED BY: | JMC       |
| DATE:         | 06/30/2021                       | JOB NO:      | 2017.0907 |
| DRAWING NAME: | 03 - OVERALL SITE PLAN REV1.DWG  |              |           |
| PROJECTION:   | SPCS LOUISIANA SOUTH ZONE (1702) |              |           |
| GEO. DATUM:   | NAD83   VERT. DATUM: NAVD88      |              |           |
| GRID UNITS:   | US SURVEY FEET                   |              |           |
| SHEET NO:     | 3                                | OF           | 38        |

|   |
|---|
| OVERALL SITE PLAN                         |
| TERREBONNE PARISH CONSOLIDATED GOVERNMENT |
| OYSTER BED SURGE PROTECTION PROJECT       |
| PARISH PROJECT NO. 17-OYS-37              |
| TERREBONNE PARISH, LOUISIANA              |





**T. BAKER SMITH**  
A CENTURY OF SOLUTIONS  
412 South Van Ave., Houma, LA 70363  
(985)868-1050 - [tbsmith.com](http://tbsmith.com)



|                       |            |          |
|-----------------------|------------|----------|
| REV. NO:              | REV. DATE: | REV. BY: |
| REVISION DESCRIPTION: |            |          |

PROJECTION: SPCS LOUISIANA SOUTH ZONE (1702)  
GEO. DATUM: NAD83 | VERT. DATUM: NAVD88  
GRID UNITS: US SURVEY FEET

SHEET NO: 4 OF 38

## LAKE CHIEN SITE LAYOUT

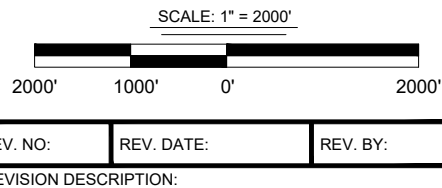
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
OYSTER BED SURGE PROTECTION PROJECT  
PARISH PROJECT NO. 17-OYS-37  
TERREBONNE PARISH, LOUISIANA



7/8/2021 - P:\Y-2017\2017.0907\DWG\ENGINEERING\PLAN SET\05 - LAKE TAMBOUR OVERALL PLAN.DWG



**T. BAKER SMITH**  
A CENTURY OF SOLUTIONS  
412 South Van Ave, Houma, LA 70363  
(985)868-1050 - tbsmith.com



|               |                                    |              |           |
|---------------|------------------------------------|--------------|-----------|
| DRAWN BY:     | ADS                                | APPROVED BY: | JMC       |
| DATE:         | 06/30/2021                         | JOB NO:      | 2017.0907 |
| DRAWING NAME: | 05 - LAKE TAMBOUR OVERALL PLAN.DWG |              |           |
| PROJECTION:   | SPCS LOUISIANA SOUTH ZONE (1702)   |              |           |
| GEO. DATUM:   | NAD83   VERT. DATUM: NAVD88        |              |           |
| GRID UNITS:   | US SURVEY FEET                     |              |           |
| SHEET NO:     | 5                                  | OF           | 38        |

**LAKE TAMBOUR SITE PLAN**

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
OYSTER BED SURGE PROTECTION PROJECT  
PARISH PROJECT NO. 17-OYS-37  
TERREBONNE PARISH, LOUISIANA



Monday, January 24, 2022

---

**Item Title:**

Proposed Amendments to Mobile Food Vendor Permits in the Downtown Historic District

**Item Summary:**

**RESOLUTION:** Introduce an ordinance to amend Section 16-56(b) and Section 16-56(d) of Chapter 16, Article III, Division I, of the Parish Code Mobile retail food vendor permits and call a public hearing on Wednesday, February 9, 2022 at 6:30 p.m.

---

**ATTACHMENTS:**

| <b>Description</b>     | <b>Upload Date</b> | <b>Type</b>       |
|------------------------|--------------------|-------------------|
| Executive Summary      | 1/19/2022          | Executive Summary |
| Cover Memo             | 1/19/2022          | Cover Memo        |
| Resolution             | 1/19/2022          | Resolution        |
| Proposed Ordinance     | 1/19/2022          | Ordinance         |
| Exhibit A              | 1/19/2022          | Exhibit           |
| HDHC Letter of Support | 1/19/2022          | Backup Material   |





**EXECUTIVE SUMMARY**  
(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE  |
|--|
| Resolution introducing an Ordinance to amend Section 16-56(b) and Section 16-56(d) of Chapter 16, Article III, Division I, of the Parish Code Mobile retail food vendor permits and calling for a public hearing on Wednesday February 9, 2022 at 6:30 pm. |

| PROJECT SUMMARY (200 WORDS OR LESS)  |
|--|
| The proposed amendments will remove the portion of the ordinance that prohibits mobile food vendors from operating in the downtown historic district (instead of just during Mardi Gras and recognized festivals) and will remove the 300' setback from an established bona fide restaurant in the historic district only. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)  |
|---|
| The original food truck ordinances were adopted in 2012. Since that time, much has changed in the downtown area and the Hurricane Ida Recovery will bring about more changes and improvements. The Houma Downtown Development Corporation in cooperation with several downtown restaurant owners and Planning Department Staff are proposing these revisions which are intended to promote economic development and a strong sense of community by providing additional food options and a proven means of attracting residents and visitors alike to the downtown area. Other communities (including New Orleans) have made similar revisions to their food truck ordinances. Experience and research has indicated that food truck options increase traffic to local restaurants by increasing the foot traffic in the area and promoting wider variety of food options that one might not consider previously. |

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

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

\_\_\_\_\_  
Chris Pulaski  
Christopher Pulaski, PLA  
Planning & Zoning Director

\_\_\_\_\_  
1/19/22  
Date





P.O. BOX 6097  
HOUMA, LOUISIANA 70361  
(985) 868-5050



P.O. BOX 2768  
HOUMA, LOUISIANA 70361  
(985) 868-3000

## TERREBONNE PARISH CONSOLIDATED GOVERNMENT

---

### MEMORANDUM

**To:** Hon. Gordon E. Dove  
Parish President

**From:** Chris Pulaski  
Director, Planning & Zoning Department

**Date:** January 19, 2022

**Re:** Resolution to Introduce Ordinance to amend Sec 16-56(b) and Sec 16-56(d) regarding mobile food vendor permits (food trucks) in the Historic District

---

The proposed amendments will allow for mobile food vendors to operate in the downtown historic district all year round (not just during Mardi Gras and recognized festivals) and will eliminate the 300' setback from bona fide restaurant in the historic district only. The 300' setback will still apply for locations outside of the downtown historic district. The Houma Downtown Development Corporation has met with several downtown restaurant owners who are in favor and has submitted a letter of support that has been included in the backup material. This should serve to attract residents and vendors to the downtown area. Food trucks will still only be permitted on private property unless they are part of a festival that has public use permits.

Please feel free to contact me at (985) 873-6569 or at [cpulaski@tpcg.org](mailto:cpulaski@tpcg.org) with any questions concerning this matter.

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

A Resolution giving Notice of Intent to adopt an ordinance to amend Section 16-56(b) and Section 16-56(d) of Chapter 16, Article III, Division I of the Parish Code to allow for mobile food vendor permits to be issued within the downtown historic district and to eliminate the 300' setback requirement for locations in the downtown historic district.

WHEREAS, the Houma Downtown Development Corporation has met with several restaurant owners in the downtown area to discuss these proposed amendments, and has subsequently issued a letter of support; and

WHEREAS, the revitalization of downtown Houma has been a focus of the Parish for many years and is important now more than ever in the recovery process of Hurricane Ida; and

WHEREAS, other communities have seen improved economic development by allowing these types of vendors, such as food trucks, to operate in their downtown areas which increase the number of residents and visitors to the area by providing traditional and non-traditional food options.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that notice of intent is given for adopting an ordinance to amend Section 16-56(b) and Section 16-56(d) of Chapter 16, Article III, Division I of the Parish Code to allow for mobile food vendor permits to be issued within the downtown historic district and to eliminate the 300' setback requirement for locations in the downtown historic district.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, February 9, 2022 at 6:30 p.m.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\* \* \* \* \*

I, SUZETTE THOMAS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Community Development and Planning Committee on \_\_\_\_\_, 2022 and subsequently ratified 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.

---

SUZETTE THOMAS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

OFFERED BY:  
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 16-56(B) AND SECTION 16-56(D) OF CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS, ARTICLE III, PEDDLERS AND SOLICITORS, DIVISION I, GENERALLY, OF THE TERREBONNE PARISH CODE.

WHEREAS, Sec. 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matter necessary, requisite or proper for the management of parish affairs, and all other subject matter without exception, subject only to the limitation that the same shall not be inconsistent with the constitution or expressly denied by general law applicable to the parish; and

WHEREAS, the Terrebonne Parish Council, Terrebonne Parish Administration, and the Houma Downtown Development Corporation wishes to amend Section 16-56(b) and Section 16-56(d) of Chapter 16, Article III, Division I of the Parish Code to allow for mobile food vendor permits to be issued within the downtown historic district and to eliminate the 300' setback requirement for locations in the downtown historic district; and

WHEREAS, the Houma Downtown Development Corporation has met with several restaurant owners in the downtown area to discuss these proposed amendments, and has subsequently issued a letter of support; and

WHEREAS, the revitalization of downtown Houma has been a focus of the Parish for many years and is important now more than ever in the recovery process of Hurricane Ida; and

WHEREAS, other communities have seen improved economic development by allowing these types of vendors, such as food trucks, to operate in their downtown areas which increase the number of residents and visitors to the area by providing traditional and non-traditional food options.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that notice of intent is given for adopting an ordinance to amend Section 16-56(b) and Section 16-56(d) of Chapter 16, Article III, Division I of the Parish Code to allow for mobile food vendor permits to be issued within the downtown historic district and to eliminate the 300' setback requirement for locations in the downtown historic district.

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the following be enacted:

#### SECTION I

Chapter 16, Article III, Division I, Section 16-56(b) and Section 16-56(d) of the Terrebonne Parish Code be amended as per the attached Exhibit A.

#### SECTION II

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

SECTION III

This ordinance shall become effective upon approval by the Parish President.

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

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

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

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

\* \* \* \* \*

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_  
Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\* \* \* \* \*

I, SUZETTE THOMAS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an 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.

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

## EXHIBIT A

---

### Sec. 16-56. Mobile retail food vendors.

- (a) *Purpose.* The regulations contained herein are ordained and required for the public health, safety and general welfare of the community.
- (b) *Definitions.* As used in this section, "mobile retail food vendor" means any person who operates a retail business as a pedestrian and/or from a mobile unit within a commercial or industrial zone as well as unzoned areas of Terrebonne Parish. ~~"Mobile retail food vendors" will be prohibited from the downtown historic district except during Mardi Gras and recognized festivals.~~ All "mobile retail food vendors" will be on private property and not interfere with daily operations of parking and deliveries at permitted locations. "Mobile unit" shall mean any cart, wagon or similar vehicle which is used for the display and sale of wares.
- (c) *Permit required.* Mobile retail food vendor must possess a valid permit from the department of health and hospitals, office of public health, as well as a permit from the Terrebonne Parish Consolidated Government Permits Division for location of the operation, and shall attach a copy or duplicate original of such permit to the registration statement submitted hereunder. No certificate of registration shall be issued to any mobile retail food vendor who does not comply with this requirement.
- (d) *Setback from bona fide restaurant.* No "mobile retail food vendor" will be permitted when the proposed site location is less than three hundred (300) feet from an established bona fide restaurant. This setback shall not apply to locations within the downtown historic district.
- (e) *Separate permit required for multiple units.* If a mobile retail food vendor operates more than one (1) mobile unit, a certificate of registration shall be required for each mobile unit. Any certificate of registration obtained under the provisions of this section shall be physically kept with the mobile unit for which it is issued.

(Ord. No. 5364, § I, 1-25-95; Ord. No. 8099, § I(Att. A), 2-29-12)




## Houma Downtown Development Corporation

317 Goode Street, Houma, LA 70360  
phone 985-873-6408 apicou@tpcg.org

Date: January 15, 2022

To: Chris Pulaski, Planning and Zoning Director

From: Anne Picou, Cultural Resource 

Thru: Houma Downtown Development Corporation

Re: Food Truck Ordinance

---

Main Street America and the Louisiana Main Street Office strongly encourage Food Trucks in their districts to generate traffic. The pandemic over the last two (2) years has the data to share the economic impact outdoor seating provided and allowed for multiple ethnic food vendors to operate and play a role in keeping downtowns open and alive. It is essential to have food in the downtown area and due to limited space as COVID restrictions orchestrated limited seating in indoor restaurants. Food Trucks provided a way to create a cultural boon and now this has become a way of life for the 21<sup>st</sup> century. Having a local niche for dining keeps folks away from franchise restaurants in their communities!

Some of our local restaurants and night time property owners met to discuss this new venture and after receiving a green light, I want to move our Main Street forward and be progressive.

I am asking the HDDC Board to support the efforts to change the existing ordinance to allow for Food Trucks within the boundaries of the Historic District. Many goals are ready to be executed for 2022, one being, Food Trucks in the historic district. The vendors would need to execute permits, follow procedures and protocols, tax collection and make sure everyone is being a good partner. Garbage removal and grease and other environmental elements handled properly.

Houma is fortunate to have a strong desire to rebuild, with strong dedicated partners like the Houma Area Convention and Visitors Bureau, HACHE Foundation and local Government. Administration sees the opportunity for economic development and together we can move forward. The ordinance provides a proactive way to get the next generation involved downtown. Bringing new ideas, outdoor events, the arts, music and other cultural elements to the district creates quality of life environment for all.

If anyone has anyone has any questions, please do not hesitate to contact Anne Picou at 985-873-6408. A Copy of this request will be send to Mr. Chris Pulaski, Planning and Zoning Director.





Monday, January 24, 2022

---

**Item Title:**

Resolution Regarding Council Approval and Ratification of Consultant Services Agreement for Permit Assistance

**Item Summary:**

**RESOLUTION:** Authorizing the execution of an agreement for consultant services between TPCG and Desire Line, LLC for emergency assistance in the review and processing of building permits authorized under Executive Order on January 7, 2022.

---

**ATTACHMENTS:**

| <b>Description</b>            | <b>Upload Date</b> | <b>Type</b>       |
|-------------------------------|--------------------|-------------------|
| Executive Summary             | 1/19/2022          | Executive Summary |
| Resolution                    | 1/19/2022          | Resolution        |
| Agreement and Executive Order | 1/19/2022          | Backup Material   |



**EXECUTIVE SUMMARY**  
(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE   |
|---|
| A resolution for Council approval and ratification of an agreement for consultant services between TPCG and Desire Line, LLC for emergency assistance in the review and processing of building permits authorized under Executive Order on January 7, 2022. |

| PROJECT SUMMARY (200 WORDS OR LESS)   |
|---|
| Desire Line, LLC has been brought in to assist the Regulatory Division of the Planning and Zoning Department with the large amount of building permit applications associated with the repairs and recovery from Hurricane Ida. The existing Parish Staff will continue to review and approve the permit applications. Desire Line's scope is limited to process the applications submitted into the My Permit Now permitting system in order to convert them to pending permit status for review and approval. The effort is budgeted and is based on an hourly rate not to exceed 80 hours. As per the Executive Order, TPCG Staff and Administration deemed it necessary to execute the agreement to begin processing the backlog of permits as quickly as possible. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)  |
|---|
| On August 29, 2021, Hurricane Ida struck SE Louisiana Coastline and Terrebonne Parish was one of the largest impacted areas. Since that time, our Building Permit Office has received an overwhelming volume of permit applications for repairs and reconstruction, State and FEMA housing units in addition to the regular volume of new residential and commercial construction and dozens of other permit types. In an effort to expedite the processing and issuance of permits, TPCG has entered into an agreement with Desire Line, LLC who has personnel qualified and experienced in the My Permit Now system software. |

| TOTAL EXPENDITURE                        |    |            |                         |         |
|--|----|------------|-------------------------|---------|
| \$8,000 (NTE)                            |    |            |                         |         |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)      |    |            |                         |         |
| ACTUAL                                   |    |            | <u>ESTIMATED</u>        |         |
| IS PROJECTALREADY BUDGETED: (CIRCLE ONE) |    |            |                         |         |
| N/A                                      | NO | <u>YES</u> | IF YES AMOUNT BUDGETED: | \$8,000 |

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

Chris Pulaski  
Christopher Pulaski, PLA  
Planning & Zoning Director

1/19/22  
Date



OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

A Resolution for Council approval and ratification of an agreement for consultant services between TPCG and Desire Line, LLC for emergency assistance in the review and processing of building permits authorized under Executive Order on January 7, 2022.

WHEREAS, in accordance with the emergency declaration signed on August 26, 2021 and the supplemental declaration order issued on January 7, 2022, for Hurricane Ida and recorded in the Terrebonne Parish Courthouse under COB 2646, page 676, entry No. 1634123; and

WHEREAS, Hurricane Ida caused immense damage and destruction to Terrebonne Parish and Terrebonne Parish Consolidated Government needs assistance processing permits necessary for the rebuilding of structures in Terrebonne Parish and entered into an agreement with Desire Line, LLC to help expedite construction permits throughout the parish; and

WHEREAS, Article V Section 2-116 of the Terrebonne Parish Code of Ordinances states that no consulting contract shall be valid and no consultants' fees shall be paid unless the consulting contract has been approved by motion of the Council; and

WHEREAS, time was of the essence thus Terrebonne Parish Consolidated Government was unable to wait until the January 2022 Council meeting due to time constraints; and

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that the agreement executed between Terrebonne Parish Consolidated Government and Desire Line, LLC on January 7, 2022 for the assistance in processing building permit applications under the authorization of Executive Order be approved and ratified.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\* \* \* \* \*

I, SUZETTE THOMAS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Community Development and Planning Committee on \_\_\_\_\_, 2022 and subsequently ratified 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.

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



## Hebert & Marceaux, L.L.C.

Attorneys and Counselors at Law  
(A Limited Liability Co. of Professional Law Corporations)

Phone: (985) 876-4324

Fax: (985) 876-4325

www.hmlawfirm.com

- \* Julius P. Hebert, Jr.
- \* # Brian J. Marceaux
- \* A Professional Law Corporation
- # Also Admitted in Texas

January 10, 2022

Derick A. Bercegeay

Chris Pulaski  
8026 Main Street  
Houma, LA 70360

**Re: TPCG/Desire Line, LLC  
Agreement  
Our File #21242**

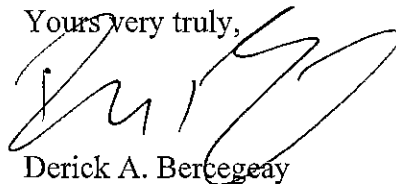
Dear Chris:

Enclosed is a certified copy of the Agreement for Professional Services between Terrebonne Parish Consolidated Government and Desire Line, LLC for your records. Also enclosed is a certified copy of the Agreement for Desire Line, LLC.

If you have any questions, please contact my office immediately.

With kindest regards, I remain,

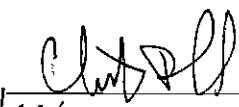
Yours very truly,



Derick A. Bercegeay

DAB;ljf

Enclosure

Received By: 

Date: 1/10/22

# 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**

DESIRE LINE L L C

Index Type : CONVEYANCES

File # : 1641255

Type of Document : CONTRACT

Book : 2657

Page : 175

Recording Pages : 14

**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 01/07/2022 at 3:44:06  
Recorded in Book 2657 Page 175  
File Number 1641255



On (Recorded Date) : 01/07/2022

At (Recorded Time) : 3:44:06PM



Doc ID - 015461090014

*Christine J. Hays*  
Deputy Clerk

**Additional Index Recordings**

| <u>Index Type</u> | <u>Book</u> | <u>Page</u> | <u>File #</u> |
|-------------------|-------------|-------------|---------------|
| MTG               | 3310        | 314         | 1641255       |

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

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
DESIRE LINE, LLC**

\*\*\*\*\*

**STATE OF LOUISIANA**

**PARISH OF TERREBONNE**

**BE IT KNOWN**, that on the dates referenced herein below, before the undersigned Notary Publics, duly authorized and commissioned in and for the aforesaid parishes, and in the presence of the undersigned competent witnesses, personally came and appeared:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish Louisiana, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by Gordon E. Dove, its Parish President, (hereinafter referred to as "TPCG" or "Owner"); and

**DESIRE LINE, LLC** (EIN 87-2059426) a Louisiana limited liability company whose mailing address for the purposes herein is 1348 Chickasaw Avenue, Metairie LA 70005, represented by Alexandra Carter, its duly authorized Manager, by virtue of the records on file with the Louisiana Secretary of State, a copy of which is attached hereto as Exhibit A and incorporated herein, and who is hereinafter designated as Desire;

**I. SCOPE AND SERVICES FOR AGREEMENT**

1.1 Contractor is Desire Line, LLC. Desire has experience in permit offices in high volume jurisdictions and know the MyPermitNow software so little training is required, and they are already registered as a parish vendor.

1.2 Desire agrees to and shall assist TPCG Planning and Zoning Department's Regulatory Division with the review and processing of building permit applications submitted in the MyPermitNow system software and converting them into pending permit after which TPCG Staff will complete their standard permit application review process for issuance or other. The primary focus of this effort is to eliminate the current backlog of permit applications at which time Desire's professional services will no longer be required.

1.3 Desire's work can be done at Desire's office and no travel to/from Houma to our office is required because everything is web-based, and discussions can be done over the phone or video conference. This is strictly clerical work in nature.

1.4 Desire agrees to and shall provide to TPCG daily time work sheets with a list of the permit application numbers reviewed and Desire' work time.

1.5 Desire agrees to and shall provide TPCG with a duplicate of all records pertaining to and arising from its work. Desire agrees with TPCG not to destroy any records without written approval of TPCG. Records shall be maintained and stored electronically and /or in hard copy by Desire.

## **II. RESPONSIBILITIES OF TPCG**

2.1 TPCG agrees to and shall provide all criteria and full information as to TPCG's requirements and designate a person with authority to act on the TPCG's behalf on all matters concerning this Agreement.

2.2 TPCG agrees to and shall furnish to Desire access to the MyPermitNow system and all existing studies, reports and other available data and services of others pertinent to this Agreement and obtain additional reports and data as required.

2.3 Desire agrees that TPCG shall have final approval on all permitting.

## **III. TERM**

3.1 Desire agrees to and shall begin performance of service hereunder on effective upon last signature hereto.

3.2 Desire agrees its work, under this agreement, cannot exceed eighty (80) hours of work.

## **IV. PAYMENT**

4.1 TPCG agrees to and shall pay Desire for its services rendered hereunder at the rate of One Hundred Dollars (\$100.00) per hour, payable,

4.2 Desire agrees to and shall submit to TPCG a weekly invoice with details of time and work performed for proof of eligible payment. TPCG has the obligation to review, and either dispute, or approve the invoice. In the event of a dispute, TPCG shall notify Desire in writing the reasons for the dispute. TPCG may withhold payment to Desire if an invoice is under dispute. Both TPCG and Desire shall attempt to resolve any dispute within thirty days(30) written notice.

4.3 Subject to TPCG's right to dispute any invoice, TPCG agrees to pay Desire within thirty (30) days of receipt and approval of Desire's invoice.

## **V. INDEMNIFICATION**

5.1 Desire agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, private works claims, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, including claims 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 Desire, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Agreement herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, Desire 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, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses. Desire shall not be responsible for the sole negligence of TPCG.

## **VI. TERMINATION**

6.1. TERMINATION OF THIS AGREEMENT

6.1.1. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other to comply with the terms and conditions of this Agreement, provided that the terminating party shall give the breaching party provide the other written notice specifying its failure and a reasonable opportunity to cure the defect.

6.1.2. The obligation to provide further services under this Agreement may be terminated without cause in full or in part by TPCG within thirty (30) days written notice to Desire. In the event of any termination or partial termination, Desire will be paid for all services rendered and reimbursable expenses to the date of termination or partial termination.

6.1.3 This agreement shall terminate upon Desire performing the maximum number of hours of work allowed in paragraph 3.2.

6.1.4 Termination of this agreement is subject to the survivability covenant agreed to herein.

## 6.2 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

## VII. ENTIRE AGREEMENT/AMENDMENT

7.1 The recitation and preambles of this Agreement are hereby made a part of the terms and conditions of this agreement.

7.2 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes all agreements or contracts previously entered between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement and Exhibit A may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

## VIII. COMPLIANCE WITH LAWS

8.1 The parties hereto and their employees, contractors, sub/independent contractors, and agents shall comply with all applicable federal, state, and local laws, ordinances, and permitting requirements in carrying out the provisions of this agreement.

## IX. SEVERABILITY

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

## X. FINANCIAL DISCLOSURE

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

#### **XI. AUDIT CLAUSE**

11.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Desire which relate to this Agreement, upon request.

#### **XII. NON-COLLUSION AFFIDAVIT**

12.1 In accordance with La. R.S. 38:2224, Desire declares that it has provided TPCG with a fully executed Non-Collusion Affidavit, and same is attached hereto at Exhibit A, and incorporated and made a part of this Agreement.

#### **XIII. DEFAULT**

13.1 In the event of default by either party, the aggrieved party shall have, in addition to any remedies specifically provided for this Agreement, all rights granted by the general laws of the State of Louisiana.

13.2 If either party defaults on this Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the aggrieved party.

#### **XIV. NOTICES**

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

14.1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

14.1.2 DESIRE LINE, LLC,  
Attn: Alexandra Carter  
1348 Chickasaw Avenue  
Métairie, LA 70005

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

##### **15.1 FORCE MAJEURE**

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

##### **15.2 NO WAIVER**

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

### **15.3 NON- ASSIGNMENT**

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

### **15.4 RELATIONSHIP BETWEEN THE PARTIES**

Desire is engaged by TPCG for the purposes set forth in this Agreement. The relationship between the Desire and the TPCG shall be, and only be, that of an independent contractor and the Desire shall not be construed to be an employee, agent, partner of, or in joint venture with TPCG. TPCG and Desire, and their respective partners, successors, executors, administrators, agents, assigns and legal representatives of each are bound by this Agreement to the other party in respect of all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any right or benefit hereunder to anyone other than TPCG and Desire.

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

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

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

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

- 15.6.1 Desire has been and will be free from any control or direction by the TPCG over the performance of the services covered by this Agreement;
- 15.6.2 The services to be rendered by Desire are outside the normal course and scope of TPCG's usual business; and
- 15.6.3 Desire is customarily engaged in an independently established trade, occupation, profession, or business.

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

### **15.7 EMPLOYMENT OF TPCG PERSONNEL**

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

### **15.8 GOVERNING LAW**

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



#### **15.9 CLAIMS OR CONTROVERSIES**

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

#### **15.10 CODE OF ETHICS**

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

#### **15.11 COVENANT AGAINST CONTINGENT FEES**

Desire warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Desire, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Desire any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **15.12 AUTHORITY OF SIGNORS**

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

#### **15.13 WARRANTIES**

Desire warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its scope of work.

#### **15.14 LOUISIANA PUBLIC RECORDS ACT.**

This agreement, and the records and reports related to this agreement, are public record, except were determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Desire agrees and acknowledges that it is aware of and shall comply with all laws governing public records

#### **15.15 SEVERABILITY**

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

### **XVI. INSURANCE**

Desire agrees to assure that the total insurance requirements for this agreement are thoroughly reviewed, understood and met. Terrebonne Parish Consolidated Government (herein after referred to as Owner) will thoroughly review the complete insurance documentation submitted. Contractors/independent contractors/Subcontractors must meet these requirements as well. Coverages cannot exclude services provided to Terrebonne Parish Consolidated Government.

16.1 Professional Liability Insurance. Desire shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$1,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of this Agreement. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from Desire's scope of work as described in this agreement and its amendments; and OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level. This requirement shall extend to all professional contractors/independent contractors/ subcontractors employed by Desire. Desire agrees and shall provide certification of such insurance and a copy of the policy upon request.

16.2 General Liability Insurance. Desire shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

16.3 Workers' Compensation Insurance. Desire shall maintain Workers' Compensation coverage during the term of this agreement. The limits of the Workers' Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease - Each Employee, and \$1,000,000 by Disease - Policy limit. Contractor shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. Contractor shall provide certification of such insurance and a copy of the policy upon request.

16.4 Auto Liability Insurance. Desire shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If Contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. Desire shall provide certification of such insurance and a copy of the policy upon request.

16.5 Deductibles and Self-Insured Retentions. ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either (i) OWNER shall accept and approve the deductible or self-insured retention, (ii) insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER, or (iii) Desire shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

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

16.6.1 General Liability and Automobile Liability Coverage,

16.6.1.1 OWNER is to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Desire; products and completed operations of Desire; premises owned, occupied or used by the Desire. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. The business auto policy under "Who is an insured" shall provide liability coverage in favor of OWNER. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

16.6.1.2 Any failure to comply with reporting provisions of the policy shall not affect liability provided to OWNER.

16.6.1.3 Desire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

16.6.2 Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against Owner for losses arising from work performed by the Desire for Owner.

16.6.3 All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER.

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

16.8 Verification of Coverage. Desire shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES. OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

16.9 Contractors. Contractor shall include all independent and subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. Contractor and independent contractor have the same meaning herein. All coverages for subcontractors shall be subject to all the requirements stated herein.

16.10 Failure of the Desire to purchase and maintain insurance shall not relieve the Desire from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Desire concerning indemnification.

16.11 No Waiver of Liability: Acceptance of evidence of the insurance requirements by Owner in no way relieves or decreases the liability of the Desire for the performance of the Work under this Agreement. Additionally, Desire is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of Desire's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of Desire that may

arise from the performance of Work under this Agreement. Desire's coverage is to be primary for all claims and/or suits related to, or arising from, the Work; and any insurance coverage maintained by Owner is to be deemed as excess of the Desire's insurance coverage and shall not contribute with or to it in any way.

16.12 No Recourse Against Owner: The insurance companies issuing the policies shall have no recourse against Owner for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Desire.

16.13 The Owner's Liability Insurance: In addition to the insurance required to be provided by Desire, Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect Owner against claims which may arise from operations under this Agreement.

16.14 Survivability: TPCG and Desire agrees, that in the event of termination of this agreement, all obligations, terms, or conditions shall survive that arise out of claimed disputes, payment, workmanship warranties, indemnity, and insurance coverages.

XVII SIGNATURES OF THE PARTIES

17.1 THUS DONE AND SIGNED on this 30 day of December, 2021, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

OWNER:

TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

[Signature]  
Printed: Laurel Fari

BY:

[Signature]  
GORDON E. DOVE  
PARISH PRESIDENT

[Signature]  
Printed: Janet M. Burnett

[Signature]

NOTARY PUBLIC  
Louisiana Bar Roll No. 39122  
Parish of Terrebonne, State of Louisiana  
My Commission Expires Upon Death

18.2 THUS DONE AND SIGNED on this 4th day of January, 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:

DESIRE LINE, LLC:

[Signature]  
Printed: Alex Leone

BY:

[Signature]  
ALEXANDRA CARTER  
MANAGER

[Signature]  
Printed: Elet+herios Toras

[Signature]

NOTARY PUBLIC  
Louisiana Bar Roll No.  
Parish of Terrebonne, State of Louisiana  
My Commission Expires Upon Death

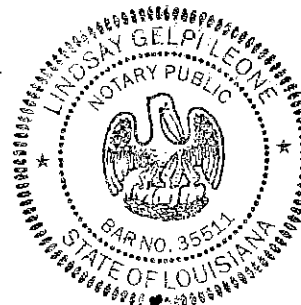


EXHIBIT A

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

DESIRE LINE, LLC  
(Affiant)

who after being first duly sworn, deposed and said that:

1. Affiant declares that he is a duly authorized Manager of Desire Line, LLC, the party who is entering into an agreement with Terrebonne Parish Consolidated Government to provide professional services.
2. Affiant declares that the agreement is genuine and not conspired, connived or agreed, and that the said party has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the price of affiant or of any other party, or to fix any overhead, profit, or cost element of said price, or of that of any other party or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed agreement; and that statements in said agreement are true.
3. Affiant further declares that he will, in all respects, comply with the public contract and lease laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

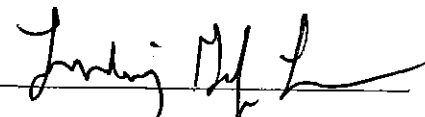
AFFIANT:

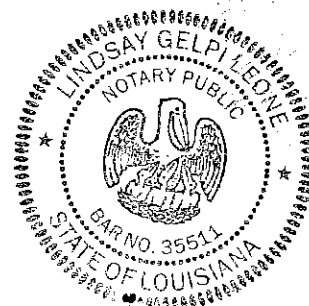
DESIRE LINE, LLC

By:

  
ALEXANDRA CARTER  
Manager

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 4th DAY OF January, 2022

  
NOTARY PUBLIC  
Louisiana Bar Roll No.  
Parish of Terrebonne, State of Louisiana  
My Commission Expires Upon Death



Terrebonne Parish Consolidated Government  
**EMERGENCY OPERATIONS CENTER**  
*Executive Order- Affecting Property*

---

*Emergency Operations Center Contact: 985 873-6357*

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

**WHEREAS**, in accordance with the emergency declaration signed on August 26, 2021, for Hurricane Ida and recorded in the Terrebonne Parish Courthouse under COB 2646, page 676, entry No. 1634123, this supplemental declaration order is issued; and

**WHEREAS**, Hurricane Ida caused immense damage and destruction to Terrebonne Parish; and

**WHEREAS**, Terrebonne Parish Consolidated Government needs assistance processing permits necessary for the rebuilding of structures in Terrebonne Parish; and

**WHEREAS**, Terrebonne Parish Consolidated Government wishes to enter into an agreement with DESIRE LINE, LLC to help expedite construction permits throughout the parish.

**WHEREAS**, Article V Section 2-116 of the Terrebonne Parish Code of Ordinances states no consulting contract shall be valid and no consultants' fees shall be paid unless the consulting contract has been approved by motion of the council; and

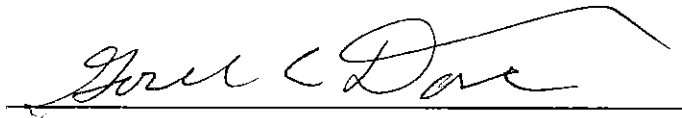
**WHEREAS**, time was of the essence. Thus, Terrebonne Parish Consolidated Government is unable to wait until the January 2022 Council meeting due to time constraints; and

**WHEREAS**, the contract between Terrebonne Parish Consolidated Government and DESIRE LINE, LLC is to be ratified at the January 2022 Council meeting; and

**IT IS ORDERED**, Terrebonne Parish Consolidated Government be allowed to enter into an agreement with DESIRE LINE, LLC to assist the parish with processing the influx of permits in Terrebonne Parish without the need to of the Council's approval stated in Article V Section 2-116 of the Terrebonne Parish Code of Ordinances

**IT IS ORDERED**, that this Emergency Order shall be recorded in the Conveyance and Mortgage records, placing notice of this order in the official journal of Terrebonne Parish and the clerk of court make a notational entry of the order at COB 2646, page 676, entry No. 1634123.

**AT HOUMA, LOUISIANA, THIS** 7 **DAY OF** JAN,  
**2022 AT** 9:30 **O'CLOCK** A.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

---

*EXECUTIVE ORDER*

*Terrebonne Parish Consolidated Government  
Emergency Operations Center*

*Page 2 of 2*