

PARISH COUNCIL
PARISH OF TERREBONNE



Robert J. Bergeron Gov't Tower Bldg.
8026 Main St., 2nd Floor Council Meeting Room
Houma, LA 70360

AGENDA

Wednesday, September 27, 2023
6:00 PM

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

Jessica Domangue

CHAIRMAN

John Amedee

VICE-CHAIRMAN

DISTRICT 1

Brien Pledger

DISTRICT 2

Carl Harding

DISTRICT 3

Gerald Michel

DISTRICT 4

John Amedee

Tammy E. Triggs,

COUNCIL CLERK

DISTRICT 5

Jessica Domangue

DISTRICT 6

Darrin Guidry

DISTRICT 7

Daniel Babin

DISTRICT 8

Dirk Guidry

DISTRICT 9

Steve Trosclair

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

ALL CELL PHONES 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

6:00 - COUNCIL CONVENES AS A BOARD OF REVIEW TO CONSIDER WRITTEN APPEALS TO THE TAX ASSESSMENTS AS PRESENTED BY THE

TERREBONNE PARISH ASSESSOR:

a) Era Helicopters, LLC, P.O. Box 2629, Addison, TX 75001(Tax Bill #1844)

1)Consider action on the assessment rolls as presented by the Parish Assessor.

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON AUGUST 23, 2023.

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 13, 2023.

1. GENERAL BUSINESS:

- A. PROCLAMATION:** Proclaiming the month of October 2023 as "Domestic Violence Awareness Month" and the day of October 5, 2023, as "Paint the Parish Purple Day".
- B. COMMENDATION:** Commending the St. Vincent de Paul Thrift Store of Houma on its 60th Anniversary and its continuing contributions toward promoting charity and community in Houma-Terrebonne.
- C.** Informational update by Parish Administration on the emergency actions taken regarding local marsh fires.

2. STAFF REPORTS:

- A.** Presentation of the Proposed 2024 Parish Budget and Five-Year Capital Outlay Budget by the Parish President.
 - A. Hear Budget Message
 - B. Consider the introduction of the 2024 proposed budget, ordering the publication of a summary of same as per Section 5-02 of the Home Rule Charter; referring the proposed budget to the Budget & Finance Committee for review; and calling a public hearing on Wednesday, October 11, 2023 at 6:30 pm.

3. PUBLIC WISHING TO ADDRESS THE COUNCIL:

- A.** As per Speaker Cards. (In accordance with *Sec. 2-07 (e)* of the Terrebonne Parish Home Rule Charter, the public will be heard and can speak for three (3) minutes on any matter related to parish government without discussion or questions and answers on non-agenda items)

6:30 O'CLOCK P.M. - PUBLIC HEARINGS RELATIVE TO:

- A.** An ordinance to declare as surplus two tax properties located at 113 Berwood Dr. (9.9%) and Gussy Bayou WW (1.79%) with percentage interest adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196.
 - 1. Consider the adoption of the ordinance.
- B.** An ordinance to authorize the Parish President to enter into a Cooperative Endeavor Agreement with the Start Corporation and execute necessary documents for the construction of a Crisis Center on immovable property owned by the Start Corporation and to provide for related matters.
 - 1. Consider the adoption of the ordinance.
- C.** An ordinance to amend Section 21-30(a) of the Parish Code to change the name of Southside Park to Hazel H. Navarre Park in honor of Mrs. Hazel H. Navarre.
 - 1. Consider the adoption of the ordinance.
- D.** An ordinance to change the name of "Summerfield Place Subdivision, Addendum No. 18, Phase A" to "Summerfield Subdivision, Addendum No. 18, Phase A" and "Summerfield Place Subdivision, Addendum No. 18, Phase B" to "Summerfield Subdivision, Addendum No. 18, Phase B".
 - 1. Consider the adoption of the ordinance.

4. COMMITTEE REPORTS:

- A.** Public Services Committee, 09/25/23*
- B.** Policy, Procedure and Legal Committee, 09/25/23

- C. Budget and Finance Committee, 09/25/23*

*(Ratification of minutes calls public hearing on Wednesday, October 11, 2023, at 6:30 p.m.)

5. STREET LIGHTS:

- A. Lights installations, removals and/or activations.

6. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. **Airport Commission:** One (1) expiring term on 10-26-23. Mr. Carleton A. Casey, Sr. expresses his interest in being appointed.
- B. **T.E.D.A.:** Two (2) expired terms. (One representing each of the following: Parish President and Chamber of Commerce) Mr. Joshua Alford (Chamber of Commerce nominee) submits application and resume for consideration.
- C. **Recreation District No. 10:** One (1) expiring term on 10-26-23. Mr. Danny Constant, Jr. expresses his interest in being reappointed. Mr. Harold Turner submits application for consideration.

7. VACANCIES TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. **RECREATION DISTRICT NO. 2,3 BOARD:** One (1) vacancy due to a resignation.
RECREATION DISTRICT NO. 10 BOARD: One (1) expiring term on 10-26-23.
TEDA: One (1) expired term representing the Parish President.
TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.
COASTAL ZONE MANAGEMENT AND RESTORATION: Four (4) expiring terms on 10-31-23. (Each representing the following entities: Two (2) representing the Public, one (1) representing Recreational Fishing and one (1) representing Property Owners) and one (1) expired term (representing Commercial Fishing).
VETERANS MEMORIAL BOARD: One expiring term on 09-17-23 (representing the Parish President / North of the Intracoastal).

8. ANNOUNCEMENTS:

- A. Parish President.
- B. Council Members.

9. ADJOURN

Category Number:
Item Number:



Wednesday, September 27, 2023

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Wednesday, September 27, 2023

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number:



Wednesday, September 27, 2023

Item Title:

Board of Review for 2023 Tax Assessments

Item Summary:

6:00 - COUNCIL CONVENES AS A BOARD OF REVIEW TO CONSIDER WRITTEN APPEALS TO THE TAX ASSESSMENTS AS PRESENTED BY THE TERREBONNE PARISH ASSESSOR:

a) Era Helicopters, LLC, P.O. Box 2629, Addison, TX 75001(Tax Bill #1844)

1)Consider action on the assessment rolls as presented by the Parish Assessor.

Category Number:
Item Number:



Wednesday, September 27, 2023

Item Title:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON AUGUST 23, 2023

Item Summary:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON AUGUST 23, 2023.

Category Number:
Item Number:



Wednesday, September 27, 2023

Item Title:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 13, 2023

Item Summary:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 13, 2023.

Category Number: 1.
Item Number: A.



Wednesday, September 27, 2023

Item Title:

Proclamation - Domestic Violence Awareness Month October 2023

Item Summary:

PROCLAMATION: Proclaiming the month of October 2023 as "Domestic Violence Awareness Month" and the day of October 5, 2023, as "Paint the Parish Purple Day".

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	9/15/2023	Presentation



CITY OF HOUMA, LOUISIANA



PARISH OF TERREBONNE

A Proclamation

WHEREAS, a woman is beaten every 9 seconds in the United States; and

WHEREAS, 1 in every 4 women and 1 in 7 men have been severely physically abused by an intimate partner, and 1 in 15 children are exposed to domestic violence each year and 90% of these children are eyewitnesses to this violence; and

WHEREAS, Louisiana ranked fifth in the homicide rate among female victims killed by male offenders in single victim/single offender incidents in 2019, and over 5,000 adult women per year living in Louisiana will experience domestic violence; and

WHEREAS, The Haven provided a safe home for 87 children and 101 women fleeing domestic violence and answered 1165 domestic violence and sexual assault crisis calls, and assisted 69 domestic violence survivors in filing temporary restraining orders in 2022; and

WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, is sustained by societal indifference, and is devastating to society as a whole; and

WHEREAS, victims should have support to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law, while important partnerships have been formed among criminal justice agencies, allied professionals, and victim services to assist victims of domestic violence and their families; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public awareness of domestic violence and its prevalence, and to eliminate it through prevention and education; and

WHEREAS, our Parish has a moral obligation to work to prevent domestic violence, to address its brutal and destructive effects, and to make ending domestic violence a priority.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, hereby proclaims the month of October 2023 as:

“DOMESTIC VIOLENCE AWARENESS MONTH”

AND BE IT FURTHER RESOLVED that Thursday, October 5, 2023, be proclaimed as:

“PAINT THE PARISH PURPLE DAY”

and that all citizens be urged to wear purple to show their support in the work to end domestic violence, to speak out against domestic violence, and to support these local efforts to assist victims of these crimes in finding the help and healing they need.

Presented this the 27th day of September, 2023.

**GORDON E. DOVE
PARISH PRESIDENT**

**JESSICA DOMANGUE
COUNCIL CHAIRWOMAN**

TERREBONNE PARISH COUNCIL

BRIEN PLEDGER	CARL HARDING	GERALD MICHEL	JOHN AMEDÉE	JESSICA DOMANGUE
DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
DARRIN GUIDRY, SR.	DANIEL BABIN	DIRK GUIDRY	STEVE TROCLAIR	
DISTRICT 6	DISTRICT 7	DISTRICT 8	DISTRICT 9	

Category Number: 1.
Item Number: B.



Wednesday, September 27, 2023

Item Title:

Commendation - St. Vincent dePaul Thrift Store 60th Anniversary

Item Summary:

COMMENDATION: Commending the St. Vincent de Paul Thrift Store of Houma on its 60th Anniversary and its continuing contributions toward promoting charity and community in Houma-Terrebonne.

ATTACHMENTS:

Description

Commendation

Upload Date

9/25/2023

Type

Presentation



CITY OF HOUMA, LOUISIANA



PARISH OF TERREBONNE

COMMENDATION

WHEREAS, for 60 years, the St. Vincent de Paul Thrift Store has been in operation serving the needy and providing for the community; and

WHEREAS, in September 1963, the Thrift Store was first opened under the Archdiocese of New Orleans as a member of the Society of St. Vincent de Paul with the mission to love and serve the poor with simplicity and humility; and

WHEREAS, the Thrift Store is a nonprofit organization which has operated by individual donations and the sales of donated items and through the dedication and untiring efforts of many volunteers over the years; and

WHEREAS, the Thrift Store strives to assist those in need or suffering from natural disasters, homelessness, or unemployment by working closely with many other service groups such as Catholic Charities USA, the American Red Cross, and the Terrebonne Churches United Food Bank.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, that the

ST. VINCENT DE PAUL THRIFT STORE OF HOUMA

be commended for its 60th anniversary and for its continuing contributions toward promoting charity and community in Houma-Terrebonne.

Presented this 27th day of September, 2023.

GORDON E. DOVE
PARISH PRESIDENT

JESSICA DOMANGUE
COUNCIL CHAIRWOMAN

TERREBONNE PARISH COUNCIL

BRIEN PLEDGER
DISTRICT 1

CARL HARDING
DISTRICT 2

GERALD MICHEL
DISTRICT 3

JOHN AMEDEE
DISTRICT 4

JESSICA DOMANGUE
DISTRICT 5

DARRIN W. GUIDRY, SR.
DISTRICT 6

DANIEL BABIN
DISTRICT 7

DIRK J. GUIDRY
DISTRICT 8

STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: C.



Wednesday, September 27, 2023

Item Title:

Update on Marsh Fires by Parish Administration

Item Summary:

Informational update by Parish Administration on the emergency actions taken regarding local marsh fires.

ATTACHMENTS:

Description

Executive Summary

Upload Date

9/20/2023

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Update on Marsh Fires by Parish Administration

PROJECT SUMMARY (200 WORDS OR LESS)
Informational update by Parish Administration on the emergency actions taken regarding local marsh fires.

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

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

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

Gerald Michel

Signature

09/20/2023

Date



Wednesday, September 27, 2023

Item Title:

Presentation of 2024 Budget

Item Summary:

Presentation of the Proposed 2024 Parish Budget and Five-Year Capital Outlay Budget by the Parish President.

A. Hear Budget Message

B. Consider the introduction of the 2024 proposed budget, ordering the publication of a summary of same as per Section 5-02 of the Home Rule Charter; referring the proposed budget to the Budget & Finance Committee for review; and calling a public hearing on Wednesday, October 11, 2023 at 6:30 pm.

ATTACHMENTS:

Description	Upload Date	Type
Presentation of 2024 Budget	9/14/2023	Executive Summary
Home Rule Charter Requirements	9/14/2023	Backup Material



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Presentation of the 2024 Operating and Five Year Capital Outlay Budget.

PROJECT SUMMARY (200 WORDS OR LESS)
To present the 2024 Budget and President’s Message

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

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

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

_____/s/ Kayla Dupre_____
Signature

____September 14, 2023____
Date

Sec. 5-02. - Operating budget preparation and adoption.

- (a) At least ninety (90) days prior to the beginning of each fiscal year, the president shall submit to the council a proposed operating budget in the form required by this charter. At the meeting of the council at which the operating budget is submitted, the council shall order a public hearing on it and shall cause it to be published in the official journal, at least ten (10) days prior to the date of such hearing, the time and place thereof, a general summary of the proposed budget and the times and places where copies of the proposed budget are available for public inspection. At the time and place so advertised, the council shall hold a public hearing on the budget as submitted. Changes in the proposed operating budget by the council shall be by the favorable vote of at least a majority of the authorized membership of the council. The budget shall be finally adopted not later than the second-to-last regular meeting of the fiscal year. Upon final adoption, the budget shall be in effect for the budget year and copies shall be filed with the clerk of the council. The budget as finally adopted shall be reproduced and sufficient copies shall be made available for use by all offices, departments and agencies of the parish government. Copies shall be available for public use in the office of the clerk and additional copies may be purchased at cost.
- (b) Upon failure of the council to adopt a budget within the prescribed time period, the budget for the prior year shall be in effect until such time as a new budget is adopted.

State Constitution reference— State budgets, Art. VII, § 11.

State Law reference— Majority vote of members of police juries to make appropriation, R.S. 33:2741; budget preparation and adoption, R.S. 39:1304 et seq.; governing authority's failure to make appropriation, R.S. 39:1311.



Wednesday, September 27, 2023

Item Title:

Speaker Cards

Item Summary:

As per Speaker Cards. (In accordance with ***Sec. 2-07 (e)*** of the Terrebonne Parish Home Rule Charter, the public will be heard and can speak for three (3) minutes on any matter related to parish government without discussion or questions and answers on non-agenda items)



Wednesday, September 27, 2023

Item Title:

Ordinance to declare as surplus 2 adjudicated properties in which the parish has a percentage of interest

Item Summary:

An ordinance to declare as surplus two tax properties located at 113 Berwood Dr. (9.9%) and Gussy Bayou WW (1.79%) with percentage interest adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/22/2023	Executive Summary
Ordinance	8/22/2023	Ordinance
Backup Material	8/22/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Introduction of an Ordinance to Declare as Surplus (2) Adjudicated Properties in which the parish has a percentage. 1) 113 Berwood Dr. with 9.9%; 2) Gussy Bayou WW with 1.79%.

PROJECT SUMMARY (200 WORDS OR LESS)

Declaring as surplus adjudicated property and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property.

TOTAL EXPENDITURE

Anticipated Revenue: Total amount of statutory impositions and costs of sale.

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

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Sharon Ellis, Purchasing Manager

August 22, 2023

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO: _____

AN ORDINANCE DECLARING THE FOLLOWING PROPERTIES ADJUDICATED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS SURPLUS AND NOT NEEDED FOR A PUBLIC PURPOSE; 1) 113 BERWOOD DR. 2) GUSSY BAYOU WW; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, a percentage of immovable property was adjudicated to the Terrebonne Parish Consolidated Government for nonpayment of taxes; and

WHEREAS, LA R.S. 47:2196, *et seq.* authorizes the parish to sell adjudicated property in accordance with law; and

WHEREAS, the three (3) year period for redemption provided by Art. 7, §25 of the Louisiana Constitution has elapsed without redemption; and

WHEREAS, the Terrebonne Parish Consolidated Government now wishes to declare the property described below surplus and not needed for a public purpose and to dispose of said property in accordance with LA R.S. 47:2196, *et seq.*; and

NOW BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the following described properties adjudicated to the Terrebonne Parish Consolidated Government and depicted on the attached plats, if any, are hereby declared surplus:

1. NORTH 1/2 OF LOT 6 BLOCK 1 BRENTWOOD HEIGHTS. (113 BERWOOD DR.), (PARCEL #3915), WITH OWNER OF RECORD AD VAL INC. (9.9%) ADJUDICATED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT ON JUNE 24, 2011.
2. PROPERTY OF ESTATE PIERRE CENAC: TRACT 1: SUCH PORTIONS OF LOTS 43, 44, 45 & 46 ON THE SULAKOWSKI PLAN OF SURVEY & SUBDIVISION AS MAY BE FOUND BETWEEN THE RIGHT DESCENDING OR WEST BANKS OF BAYOUS FOUR POINT & SALE, IN THE PARISH OF TERREBONNE, LA. AND A LINE DRAWN PARALLEL WITH SAID BAYOUS AT A DISTANCE OF TWO ARPENTS FROM THEIR SAID RIGHT DESCENDING, OR WEST BANKS; BEING SUCH PORTIONS OF SAID LOTS AS WERE NOT INCLUDED IN THE SALES MADE TO J. CHARLES CENAC AND ADRIEL MCCORD, UNDER DATE OF JUNE 1, 1893 AND OCTOBER 1, 1913, RESPECTIVELY, DULY RECORDED IN CB OO FOLIO 107 AND CB 63, FOLIO 214, OF THE ARCHIVES OF THE PARISH OF TERREBONNE. (40 ACRES PER LOT) TRACT 2: A CERTAIN TRACT OF LAND IN THE PARISH OF TERREBONNE STATE OF LA., AT A DISTANCE OF ABOUT 24 MILES BELOW THE CITY OF HOUMA, SITUATED BETWEEN THE BAYOUS SALE AND GRASSY AT THE JUNCTURE THEREOF AND BEING LOT 26 (ON THE SULAKOWSKI PLAN OF SURVEY AND SUBDIVISION). AND ALL THAT PORTION OF LOT 20 (ON SAID PLAN) AS LIES ON THE RIGHT DESCENDING OR WEST BANK OF BAYOU GRASSY; LESS, HOWEVER SUCH PORTION OF SAID TRACT AS WAS SOLD BY PIERRE CENAC TO JOSEPH PICHOF BY AUTHENTIC ACT BEFORE C.A. CELESTIN, CLERK OF COURT EX-OFFICIO NOTARY PUBLIC, ON MARCH 9, 1903, DULY RECORDED IN CB XX FOLIO 705, OF THE RECORDS OF THE PARISH OF TERREBONNE. (42 ACRES) TRACT 3: THAT CERTAIN CANAL SITUATED ON SAID LOT 20 (ON THE SULAKOWSKI PLAN OF SURVEY & SUBDIVISION) AT A DISTANCE OF ABOUT 24 MILES BELOW THE CITY OF HOUMA AND ON THE LEFT DESCENDING OR EAST BANK OF BAYOU GRASSY, AS ALSO A CERTAIN TRACT OF LAND MEASURING ONE ARPENT FRONT ON SAID LEFT DESCENDING BANK OF BAYOU GRASSY, AND IN SAID LOT 20, BY THE DEPTH TO THE AFORESAID CANAL; WHICH

CANAL AND TRACT OF LAND WERE SPECIALLY RESERVED IN AND EXPRESSLY EXCLUDED FROM THE SALE OF ALL THAT PORTION OF LOT 20 AS LIES ON THE LEFT DESCENDING BANK OF BAYOU GRASSY PASSED AND EXECUTED BY AND BETWEEN PIERRE CENAC AND FRANKLIN THERIOT, ON JANUARY 13, 1899, BEFORE E. C. WURZLOW, DEPUTY CLERK, EX-OFFICIO NOTARY PUBLIC PARISH OF TERREBONNE, DULY RECORDED IN CB SS, FOLIO 352 (32.20 ACRES) (GUSSY BAYOU WW), (PARCEL #26416) WITH OWNER OF RECORD HELEN C. WHIPPLE 1/336, BEULAH C. DOLLAR 1/336, MABEL C. HARRELL 1/336, MARTHA MATHERNE CARLOS 1/336, JULIUS P. CARLOS 1/336, LEO S. CARLOS 1/336 (A TOTAL OF 1.79%) ADJUDICATED TO TERREBONNE PARISH GOVERNMENT ON JUNE 21, 2018.

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Administration be hereby authorized to dispose of the property in accordance with LA R.S. 47:2196, *et seq.* and inclusive of the following terms

SECTION I

Each bid shall be accompanied by a deposit in the form of a Certified Check, Cashier's Check, Money Order or Bid Bond with Power of Attorney (Letters of Credit WILL NOT be accepted) in the amount of twenty percent (20%) of the proposed price made payable to the Terrebonne Parish Consolidated Government. Bid deposits made for non-winning bids shall be returned. The bid deposit made with the winning bid shall be non-refundable, unless redemption occurs, and paid towards the purchase price. The balance of the purchase price is due at the time of closing and payable in the form of a Certified Check, Cashier's Check, or Money Order.

SECTION II

Additionally, the winning bidder shall bear the cost of recording the sale document into the conveyance records of the Parish of Terrebonne pursuant to La. R.S. 47:2207.

SECTION III

The winning bidder, otherwise known as the Purchaser or Acquirer, of this adjudicated property is solely responsible for compliance with La. R.S. 47:2206 regarding notification of parties who may have had an interest in the property regarding their rights of redemption and La. R.S. 47:2208 regarding recordation of those notices. Copies of the applicable law will be distributed along with bid packets for this adjudicated property. Terrebonne Parish Consolidated Government has not and will not perform these requirements; thus, it is the purchaser's or acquiring person's responsibility to do so. Terrebonne Parish Consolidated Government encourages the Purchaser or Acquiring Person to consult legal counsel regarding Louisiana law on adjudicated property.

SECTION IV

By acquiring a bid packet for the bid/purchase of this adjudicated property, each bidder acknowledges that he/she/it has received all information discussed in this ordinance as well as the statutes (laws) discussed in Section II above, and that he/she/it understands these procedures must be followed in order to fully protect he/she/its rights in the adjudicated property purchased from the parish.

SECTION V

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 force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION VI

Any ordinance or part thereof in conflict herewith is hereby repealed.

SECTION VII

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this ____day of _____, 2023.

9.9000%

Terrebonne Parish Recording Page

TAX Notice ✓

113 BERWOOD Dr.

HOUMA 70364

3915

I. Robert "Bobby" Boudreaux

Clerk Of Court

P.O. Box 1569

Houma, La 70361-1569

(985) 868-5660

Received From :

TERREBONNE PARISH SHERIFF'S OFFICE

P.O. BOX 1670

HOUMA, LA 70361

First VENDOR

AD VAL INC

First VENDEE

TERREBONNE PARISH CONSOL GOVERNMENT

Index Type : Conveyances

File # : 1376292

Type of Document : Tax Sale/Commission To Sell

Book : 2245

Page : 832

Recording Pages : 3

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


Clerk of Court

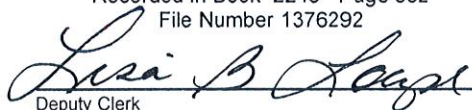
On (Recorded Date) : 06/24/2011

At (Recorded Time) : 10:01:34:000 AM



Doc ID - 011448900003

CLERK OF COURT
I. ROBERT "BOBBY" BOUDREAUX
Parish of Terrebonne
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 06/24/2011 at 10:01:34
Recorded in Book 2245 Page 832
File Number 1376292


Deputy Clerk

Return To :

TERREBONNE PARISH SHERIFFS OFFICE

P.O. BOX 1670

HOUMA, LA 70361

TAX SALE CERTIFICATE

STATE OF LOUISIANA
PARISH OF TERREBONNE

VS.

TAX ROLL **R-01 3915-0100**
AD VAL, INC. 99% OF 10%
409 CANAL BOULEVARD
THIBODAUX, LA. 70301

BE IT KNOWN AND REMEMBERED, that I, L. VERNON BOURGEOIS, JR., Sheriff and Ex-Officio Tax Collector, of the Parish aforesaid, and by virtue of the authority in me vested by the constitution and laws of the State of Louisiana and in pursuance of the requirements of those laws, having mailed and published the notice required by law and having strictly complied with each and every requirement of the laws relating to delinquent taxes and tax debtors and to seizures, advertisements, and sale of tax sale title to the property in full, did in the manner prescribed by law, advertise and list in "THE COURIER" the property to be sold for delinquent property taxes with interest and costs for the year of **2010** in the Court House Annex in the City of Houma, Louisiana, on **June 15, 2011**, beginning at ten o'clock A.M. giving notice in the issues of the newspaper on **May 13, 2011** and **June 10, 2011** and in said list as advertised the following described immovable property appearing in the name of

AD VAL, INC. 99% OF 10%

R-01 3915-0100

to wit:

PROPERTY DESCRIPTION

NORTH ½ OF LOT 6 BLOCK 1 BRENTWOOD HEIGHTS. CB 1514/245

TOTAL TAXES	5.60
INTEREST	.33
NOTICE	15.00
ADVERTISEMENT	100.00
PVR	50.00
TOTAL	170.93

And on said **June 15, 2011**, after beginning but not completing said list, I continued the same within legal hours each succeeding legal day offering tax sale title to said property for sale at public auction in the manner required by said laws and the **100% OF 99% OF 10% OF UNDIVIDED INTEREST OF THE WHOLE** of the tax debtor therein being the smallest amount of said property, **SINCE THERE WERE NO BIDDERS THE PROPERTY WAS ADJUDICATED TO THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT P. O. BOX 2768 HOUMA, LA 70361**, and having complied with the terms of sale, the tax sale title was adjudicated **100% OF 99% OF 10% OF UNDIVIDED INTEREST OF THE WHOLE** of the tax debtor therein.

NOW, THEREFORE, all the formalities of the law having been complied with, I, L. Vernon Bourgeois, Jr., Sheriff and Ex-Officio Tax Collector for the Parish of Terrebonne, by virtue of the authority in me vested by the laws of the State of Louisiana do by these presents sell and transfer unto, **SINCE THERE WERE NO BIDDERS THE PROPERTY WAS**

**ADJUDICATED TO THE TERREBONNE PARISH CONSOLIDATED
GOVERNMENT P. O. BOX 2768 HOUMA, LA 70361** tax sale title to the **100% OF 99%
OF 10% OF UNDIVIDED INTEREST OF THE WHOLE** of the tax debtor therein last
above described with all the improvements thereon. The tax debtor or any person interested
personally or as heir, legatee, creditor or otherwise, shall have the right to redeem the property
for the period of three years from the date of filing of this tax sale certificate. The redemption
may take place by paying the price given including costs and five percent penalty thereon with
interest at the rate of one percent per month until the redemption.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially at
Houma, Louisiana, Parish of Terrebonne, in the presence of the two undersigned competent
witnesses, who also signed on this **24TH** day of **JUNE, 2011**.

Witnesses:

Billie Portier
Billie Portier

Hope D. Brunet
Hope D. Brunet

L. Vernon Bourgeois, Jr.

L. VERNON BOURGEOIS, JR., SHERIFF AND
EX-OFFICIO TAX COLLECTOR
PARISH OF TERREBONNE, LOUISIANA

264116

Terrebonne Parish Recording Page

1,790 total

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

Received From :
TERREBONNE PARISH SHERIFF'S OFFICE
P.O. BOX 1670
HOUMA, LA 70361

Gussy Bayou WW

Marsh

First VENDOR

WHIPPLE, HELEN C

First VENDEE

TERREBONNE PARISH CONSOL GOVERNMENT

Index Type : CONVEYANCES

File # : 1560805

Type of Document : TAX SALE/COMMISSION TO SELL

Book : 2540

Page : 440

Recording Pages : 4

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

On (Recorded Date) : 06/21/2018

At (Recorded Time) : 9:22:57AM



Doc ID - 014347060004

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 06/21/2018 at 9:22:57

Recorded in Book 2540 Page 440

File Number 1560805

Lisa B. Lape
Deputy Clerk



Return To : TERREBONNE PARISH SHERIFF'S OFFICE
P.O. BOX 1670
HOUMA, LA 70361

PARISH OF TERREBONNE
STATE OF LOUISIANA

ADJUDICATED DEED
Parish of Terrebonne

v.

WHIPPLE, HELEN C. 1/336
DOLLAR, BEULAH C. 1/336
HARRELL, MABEL C. 1/336
CARLOS, MARTHA MATHERNE 1/336
CARLOS, JULIUS P. 1/336
CARLOS, LEO S. 1/336

WHEREAS, I, Jerry J. Larpenier, Sheriff and Ex-Officio Tax Collector of Terrebonne Parish, State of Louisiana, by virtue of the power vested in me by law, and in accordance with the provisions of the Constitution and laws of the state of Louisiana, and having made necessary publication and advertisement in a newspaper published in the Parish of Terrebonne, said publication having been made from the 11th, day of May, 2018, and the 08th day of June, 2018, inclusive, and having complied with all the formalities required and specified by the Constitution and laws of the State of Louisiana, did expose at public auction within the legal hours of sale, on Wednesday, the 13th day of June, 2018, in the Court House Annex in the City of Houma, State of Louisiana, the following described property, bearing Assessment Number to wit:

Tax Notice # 144709 Parcel # 26416

WHIPPLE, HELEN C. 1/336
C/O LEO S. CARLOS
8176 GUM ST
HOUMA, LA 70364

A 100 % of 1.78 % OF UNDIVIDED INTEREST OF THE WHOLE in:

PROPERTY OF ESTATE PIERRE CENAC: TRACT 1: SUCH PORTIONS OF LOTS 43, 44, 45 & 46 ON THE SULAKOWSKI PLAN OF SURVEY & SUBDIVISION AS MAY BE FOUND BETWEEN THE RIGHT DESCENDING OR WEST BANKS OF BAYOUS FOUR POINT & SALE, IN THE PARISH OF TERREBONNE, LA. AND A LINE DRAWN PARALLEL WITH SAID BAYOUS AT A DISTANCE OF TWO ARPENTS FROM THEIR SAID RIGHT DESCENDING, OR WEST BANKS; BEING SUCH PORTIONS OF SAID LOTS AS WERE NOT INCLUDED IN THE SALES MADE TO J. CHARLES CENAC AND ADRIEL MCCORD, UNDER DATE OF JUNE 1, 1893 AND OCTOBER 1, 1913, RESPECTIVELY, DULY RECORDED IN CB 00 FOLIO 107 AND CB 63, FOLIO 214, OF THE ARCHIVES OF THE PARISH OF TERREBONNE. (40 ACRES PER LOT)
TRACT 2: A CERTAIN TRACT OF LAND IN THE PARISH OF TERREBONNE STATE OF LA., AT A DISTANCE OF ABOUT 24 MILES BELOW THE CITY OF HOUMA, SITUATED BETWEEN THE BAYOUS SALE AND GRASSY AT THE JUNCTURE THEREOF AND BEING LOT 26 (ON THE SULAKOWSKI PLAN OF SURVEY AND SUBDIVISION). AND ALL THAT PORTION OF LOT 20 (ON SAID PLAN) AS LIES ON THE RIGHT DESCENDING OR WEST BANK OF BAYOU GRASSY; LESS, HOWEVER SUCH PORTION OF SAID TRACT AS WAS SOLD BY PIERRE CENAC TO JOSEPH PICHOFF BY AUTHENTIC ACT BEFORE C.A. CELESTIN, CLERK OF COURT EX-OFFICIO NOTARY PUBLIC, ON MARCH 9, 1903, DULY RECORDED IN CB XX FOLIO 705, OF THE RECORDS OF THE PARISH OF TERREBONNE. (42 ACRES) TRACT 3: THAT CERTAIN CANAL SITUATED ON SAID LOT 20 (ON THE SULAKOWSKI PLAN OF SURVEY & SUBDIVISION) AT A DISTANCE OF ABOUT 24 MILES BELOW THE CITY OF HOUMA AND ON THE LEFT DESCENDING OR EAST BANK OF BAYOU GRASSY, AS ALSO A CERTAIN TRACT OF LAND MEASURING ONE ARPENT FRONT ON SAID LEFT DESCENDING BANK OF BAYOU GRASSY, AND IN SAID LOT 20, BY THE DEPTH

TO THE AFORESAID CANAL; WHICH CANAL AND TRACT OF LAND WERE SPECIALLY RESERVED IN AND EXPRESSLY EXCLUDED FROM THE SALE OF ALL THAT PORTION OF LOT 20 AS LIES ON THE LEFT DESCENDING BANK OF BAYOU GRASSY PASSED AND EXECUTED BY AND BETWEEN PIERRE CENAC AND FRANKLIN THERIOT, ON JANUARY 13, 1899, BEFORE E. C. WURZLOW, DEPUTY CLERK, EX-OFFICIO NOTARY PUBLIC PARISH OF TERREBONNE, DULY RECORDED IN CB SS, FOLIO 352 (32.20 ACRES)

Property Class	Value
MARSHLAND	20.826
TAXES	1.97
INTEREST	0.12
CERT FEE	17.00
AD FEE	100.00
TAX SALE FILING FEE	105.00

224.09

The same having been seized for non-payment of taxes due by the original owner, thereof, according to the tableaux and assessment rolls for the year 2017, the tax debtor not having pointed out any portion of the said property to be offered for sale after having been notified to do so, I proceeded to offer the least portion or quantity of said property of tax debtor, which any bidder would buy for the amount of the taxes, penalties, interests and costs due by said tax debtor, without appraisalment, for cash, in legal tender money of the United States of America; the property sold subject to redemption at any time for the space of three years by paying the price given with five per cent penalty thereon with interest at the rate of one per cent per month until redeemed, as provided by law.

At said sale on said day, the **Terrebonne Parish Consolidated Government, Post Office Box 2768, Houma, Louisiana 70361**, became the purchaser of the following described portion of the property of the tax debtor herein above referred to and described, he being the last and highest bidder of the least quantity and portion of said property which any bidder would buy for the amount of taxes, interest and costs due by said tax debtor, to-wit:

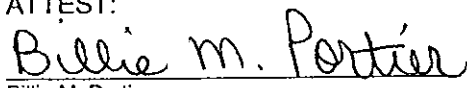
The above described property was offered for sale, and, there being no bidders, was adjudicated to the **Terrebonne Parish Consolidated Government, Post Office Box 2768, Houma, Louisiana 70361**.

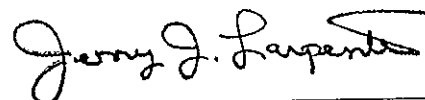
It is, however, well understood and hereby expressly stipulated in conformity with law that the owner of said property, or any creditor or agent of said owner, or any person legally interested or legally authorized thereto, may redeem the said property at any time for the space of three years beginning on the date said deed was filed for record in the office conveyance for the Parish of Terrebonne, State of Louisiana, by paying the purchaser the above named with interest, cost and five per cent penalty thereon, with interest at a rate of one per cent per month until redeemed additional, all in accordance with the provisions stipulated in the said Constitution and laws of the State of Louisiana.


Now therefore, by virtue of the authority vested in me by law, and in consideration of all the premises hereinabove set forth and related, I, Jerry J. Larpenier, Sheriff and Ex-Officio Tax Collector, Parish of Terrebonne State of Louisiana, do hereby sell, convey and transfer to the said purchaser, **Terrebonne Parish Consolidated Government, Post Office Box 2768, Houma, La 70361**, all the right, title, and interest of the said tax debtor, in and to the property hereinabove last described.

In witness thereof, I have hereunto subscribed my name at Houma, La in the Parish of Terrebonne, on this 21st day of June, 2018 in the presence of witnesses whose names are hereunto subscribed.

ATTEST:


Billie M. Portier
Deputy Tax Collector


Jerry J. Larpenier
Sheriff and Ex-Officio Tax Collector
Parish of Terrebonne
State of Louisiana



Vickie Bourg
Vickie Bourg
Chief Civil Deputy

Category Number:
Item Number: B.



Wednesday, September 27, 2023

Item Title:

Crisis Center

Item Summary:

An ordinance to authorize the Parish President to enter into a Cooperative Endeavor Agreement with the Start Corporation and execute necessary documents for the construction of a Crisis Center on immovable property owned by the Start Corporation and to provide for related matters.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/7/2023	Executive Summary
Ordinance	9/7/2023	Ordinance
Backup	9/7/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Crisis Center CEA

PROJECT SUMMARY (200 WORDS OR LESS)
An ordinance to authorize the Parish President or administration to enter into a cooperative endeavor with the Start Corporation and execute necessary documents for the construction of a crisis center on immovable property owned by the start corporation, and to provide for related matters.

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

TOTAL EXPENDITURE				
\$400,000				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL			<u>ESTIMATED</u>	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	Pending Budget Amendment

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

Signature s/Kandace M. Mauldin, CFO

Date 9/7/23

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT OR ADMINISTRATION TO ENTER INTO A COOPERATIVE ENDEAVOR WITH THE START CORPORATION AND EXECUTE NECESSARY DOCUMENTS FOR THE CONSTRUCTION OF A CRISIS CENTER ON IMMOVABLE PROPERTY OWNED BY THE START CORPORATION, AND TO PROVIDE FOR RELATED MATTERS.

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

WHEREAS, the local START Corporation is a non-profit organized with the mission to promote independent living for citizens in this parish sufficiency of people to empower them to live and function independently, which includes a myriad of community health services; and

WHEREAS, START Corporation owns property situated at 235 Civic Center Boulevard, Houma, LA 70360 and wishes to establish a community crisis center at that location which will, among other functions, focus on the behavioral health needs of the citizens of this parish; and

WHEREAS, TPCG received grant funding for post-COVID-19 and post-Hurricane Ida recovery which it wishes to dedicate towards the construction of the community crisis center; and

WHEREAS, to meet the mutual goals of the parties, TPCG and START wish to enter into a cooperative endeavor agreement in which TPCG will construct the community crisis center on START property, and START will operate and maintain the community crisis center; and

WHEREAS, as part of this agreement, TPCG intends to transfer the improvements to START after construction is complete, provided START maintains the operation of the center for at least 10 years following the completion of construction, as all set forth in the proposed agreement attached to this Ordinance and incorporated herein; and

WHEREAS, TPCG finds that its expenditure or transfer of the construction and improvements to provide for the operation of a community crisis center in Terrebonne Parish, taken as a whole, is not gratuitous, and that it has demonstrable objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public property; and

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

SECTION I

the Parish President (or Administration) is hereby authorized to execute and enter into and enforce a Cooperative Endeavor Agreement with the START Corporation to facilitate the construction and operation of a community crisis center on the property owned by START Corporation, not inconsistent with the proposed agreement attached to this Ordinance, and that the Parish President (or Administration) is hereby authorized to execute and enter into and enforce any agreements necessary and proper to effectuate the transfer or recapture of improvements and/or immovable property as envisioned in the attached Cooperative Endeavor Agreement, all in accordance with the terms contained in that agreement, which is attached hereto.

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 separable.

SECTION III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the ____ day of _____ 2023.

Chair
Terrebonne Parish Council

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 return to Council Clerk:

I, _____, Council Clerk for that 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 _____, 2023, at which meeting a quorum was present.

Given under my official signature and seal of this office on this ____ day of _____ 2023.

Council Clerk
Terrebonne Parish Council

PARISH OF TERREBONNE

STATE OF LOUISIANA

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
START CORPORATION**

This Cooperative Endeavor Agreement (“Agreement”) has been entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, appearing herein through its Parish President, GORDON E. DOVE, by virtue of Terrebonne Parish Ordinance No. xx-XXX, or his duly authorized designee, Michael C. Toups, Parish Manager, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1627089, whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; (hereinafter referred to as “TPCG”); and,

START CORPORATION, a Louisiana non-profit corporation, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, herein represented by its duly authorized Executive Director, CASEY GUIDRY, (as per the attached Resolution of said corporation) whose mailing address for the purposes herein is 420 Magnolia Street, Houma LA 70360; (hereinafter referred to as “START”)

who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

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

WHEREAS, Section 1-07 of the Terrebonne Parish Charter provides “the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions”; and,

WHEREAS, La. Const. Art. VII, Section 14 (B) authorizes TPCG to utilize public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, the mission of START Corporation is to promote opportunities, which enhance the self-sufficiency of people to empower them to live and function independently; and

WHEREAS, START Corporation will be operating a community crisis center in Terrebonne Parish to address the unique behavioral health needs of Terrebonne Parish residents that have manifested in our post-COVID-19 and post-Hurricane Ida environment; and

WHEREAS, TPCG agrees to fund the construction of the community crisis center (hereinafter sometimes referred to as “the Building”); and

WHEREAS, TPCG finds that entering into this Cooperative Endeavor Agreement with START for the construction and no less than ten (10) years of management of the community crisis center will serve a public purpose in that START will address the behavioral health needs of Terrebonne Parish residents; and

WHEREAS, TPCG finds that the expenditure of public funds for the construction of the community crisis center in consideration of START's operation of the community crisis center, taken as a whole, is not gratuitous in light of the benefit provided and that it has a demonstrable objective and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public property;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and START Corporation, each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

I. PURPOSE

The purpose of this Agreement between TPCG and START is to construct and operate a community crisis center which will aim to address acute crisis in the lease restrictive environment. The community crisis center aims to increase access to and improve the quality of community behavioral health services and use evidence-based practices to provide comprehensive community-based mental and substance use disorder services, treat co-occurring disorders and advance the integration of behavioral and physical health care in Houma and the surrounding communities.

II. PREMISES DEFINED

The community crisis center will be constructed on land currently owned by START at 235 Civic Center Boulevard, Houma, LA 70360, more fully described as follows:

One (1) certain tract of parcel of land, and all of the improvements situated wholly or partially thereon, and all the right of ways, servitudes, privileges and advantages thereunto belonging to in anywise appertaining, situated in Section 102, Township 17 South Range 17 East, in the parish of Terrebonne, state of Louisiana and being more particularly described as follows:
Commencing at 3/4" G.I.P. at the intersection of the westerly right-of-way line of Choctaw Drive and the easterly right-of-way line of Civic Center Drive, said point being the point of beginning,
Thence, N77°24'37"W a distance of 29.70' to a 3/4" galvanized iron pipe,
Thence, along a curve to the right having a delta of 43°55'25", a radius of 864.00', and an arc length of 662.35' to a 3/4" galvanized iron pipe,
Thence N59°05'50"E a distance of 30.10' to a 3/4" galvanized iron pipe,
Thence S77°29'38"E a distance of 104.69' to a 3/4" galvanized iron pipe,
Thence, along a curve to the right having a delta of 27°32'31", a radius of 511.48', and an arc length of 245.87' to a 3/4" galvanized iron pipe;
Thence S49°57'14"E a distance of 232.02' to a 3/4" galvanized iron pipe,
Thence S9°23'03"E a distance of 34.22" to a 3/4" galvanized iron pipe,
Thence S45°39'49"W a distance of 479.68' to the point of beginning containing 4.799 acres.

All is more fully shown on the plat prepared by T Baker Smith & Son, Inc. entitled "Nicholls State University School at Civic Center Site located in Section 102, T17S-R17E, Terrebonne Parish, Louisiana" dated November 22, 1996.
Municipal address: 235 Civic Center Blvd., Houma, LA 70360

The Parties mutually acknowledge as a restrictive covenant running with the title to the land that the building shall forever be known as the Theodore Louis Duhé Building in perpetuity.

THE PARTIES MUTUALLY ACKNOWLEDGE AS A RESTRICTIVE COVENANT RUNNING WITH THE TITLE TO THE LAND THAT THE BUILDING SHALL FOREVER BE KNOWN AS THE THEODORE LOUIS DUHÉ BUILDING IN PERPETUITY.

Identified as Terrebonne Parish Tax Parcel No. 43802 and hereinafter referred to as "the Property."

III. COMMITMENTS BY THE PARTIES

3.1 The parties agree to construct a new community crisis center at 235 Civic Center Blvd (property owned by START) which is intended to address the unique behavioral health needs of the residents of Terrebonne Parish post the COVID-19 pandemic and Hurricane Ida (hereinafter referred to as “the Project”).

3.2 TPCG and START will work together to follow the federal procurement guidelines to select an architect/engineer to design a center that meets the needs and expectations of both parties.

3.3 TPCG will work with the selected architect/engineer to follow all state bid law requirements to select a contractor for construction.

3.4 TPCG commits to funding the engineering and construction of the community crisis center for a maximum amount of One Million Four Hundred Thousand Dollars and No/100 (\$1,400,000).

3.5 TPCG and its officers, directors, agents, employees, contractors, and assigns shall have full and uninhibited access to the Property and the Building for purposes of surveying, engineering, inspecting and constructing the Project and for any direct or indirect purposes related thereto, for the duration of the Project. After construction is completed, TPCG shall have the right to enter onto the Premises to ensure that START is performing its obligations under this Agreement. Any access which may interrupt START operations shall be scheduled at a mutually convenient time between the parties.

3.6 TPCG shall be considered the owner of the project and the construction until the project is substantially complete. At substantial completion, ownership of the Project and the Building shall ipso facto transfer to START, without the need for additional agreements or actions. START shall, thereafter, be considered the owner of the Building and shall be responsible for repairs and maintenance at its cost.

3.7 START shall have thirty (30) days from the date of substantial completion to provide TPCG with written notice of any defects or deficiencies in the Project and TPCG shall cause those defects to be remedied. Failure by START to notify TPCG of any such defects or deficiencies shall signify its acceptance of the Project “as is, where is.”

IV. CONSIDERATION

4.1 In consideration of commitments by TPCG, START shall operate and maintain the crisis center in good standing on the Property for a minimum of ten (10) years from the date of substantial completion of the project (“Period of Operation”).

4.2 START shall provide TPCG with an annual report detailing the programs provided, the number of individuals served, and the progress made on goals as detailed in the proposal submitted by START to TPCG when requesting funding for the community crisis center. A copy of START’s proposal is attached to this contract as Exhibit A and incorporated herein.

4.3 START shall maintain the Property and the Building in good repair and in substantially the same condition as the Property and the Building were in on the date that START begins operation of the community crisis center.

4.4 START shall cooperate and provide records and information necessary for the applications for federal funding and close out of those applications. This provision shall survive termination or expiration of this agreement.

4.5 Should there no longer be a public need for the services of the community crisis center, START and the Parish Administration of TPCG may agree to change the purpose of the Building. The new purpose must be in compliance with the American Rescue Plan Act restrictions on use of funds. Any changes shall be in writing, signed by both the Director of START and the Parish President as an authentic act, and included as an addendum to this contract.

4.6 Provided START continues to operate the crisis center as required herein, START may

make and erect improvements, changes, and structures within the Building (hereinafter referred to as “Improvements”), provided START obtains prior written approval from the Parish President of the TPCG and obtains the necessary state, federal, and local permitting where applicable. START shall be fully responsible for the costs of the Improvements.

4.7 TPCG’s rights of recapture shall terminate upon the expiration of the Period of Operation.

4.8 Consideration herein is for the entire agreement.

V. DEFAULT AND REMEDIES

5.1 Failure to perform the services and obligations herein in compliance with the terms and conditions of, or any breach of any of the terms of, this agreement shall constitute a default.

5.2 In the event of default, the parties shall have all rights granted by the general laws of the State of Louisiana, which shall not interfere with the following non-exclusive rights and remedies:

5.2.1 Recapture. If START (i) terminates this agreement for any reason following the award of construction of the Project, or (ii) fails to operate the crisis center for the purposes established in this agreement for any three consecutive months within the Period of Operation, TPCG may, at its sole discretion, issue written notice of default and demand START to comply with its obligations herein. Thereafter, if START fails to remedy this default, within thirty (30) days of such written demand, TPCG may make formal written demand upon START to transfer ownership to TPCG of the Property, Building, and Project. Upon such demand, START shall cooperate in any transactions, sign, and execute any documents necessary to effectuate the transfer of immovable property and improvements to TPCG. TPCG may enforce this Recapture provision in equity or by specific performance, at its sole discretion.

5.2.2 If Recapture under paragraph 5.2.1 is instituted, all Improvements made to the Building or Property (hereinafter collectively referred to as “the Premises”) by START that are permanently attached thereto, shall, at the option of TPCG, become the property of TPCG without any costs thereof to TPCG, free and clear of any liens or encumbrances. Alternatively, TPCG may require START to remove said improvements from the Premises at START’s expense and to restore the Premises to its original condition. START agrees to reimburse TPCG for the cost of any such removal and restoration to the Premises performed by TPCG.

5.3 If either party places this agreement in the hands of an attorney for enforcement, and is then successful in enforcing the obligation, the obligated party shall owe the enforcing party reasonable attorneys’ fees, court costs, expert fees, witness fees, and expenses.

VI. TERMINATION

6.1 This agreement may be terminated by written mutual Agreement and consent of the parties hereto, provided the parties agree as to the disposition of the Property, Building, Project, and/or Improvements, as necessary.

6.2 Prior to making an award for construction on the Project, either party may terminate this agreement without cause by giving the other party thirty (30) days prior written notice of such termination. Notice of termination shall be deemed null if TPCG makes notice of award of the construction of the Project before it receives of notice of termination of this agreement.

6.3 START’s indemnification obligations shall survive the termination of this agreement, as well as its insurance obligations to the extent necessary to insure its obligations of indemnification herein.

VII. INSURANCE

7.1 START shall procure and maintain, for the duration of this agreement, including, but not limited to, the Period of Operation, and thereafter, insurance against claims for injuries to persons

or damages to property which may arise from or in connection with START obligations as set forth in this Agreement. Minimum insurance requirements are as follows:

7.2 Minimum Limits of Insurance. START Corporation shall maintain limits no less than:

7.2.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and \$2,000,000 general aggregate.

7.2.2 Sexual Abuse and Molestation Liability: \$1,000,000 per claim, and \$2,000,000 annual aggregate.

7.2.3 Automobile Liability: \$500,000 combined single limits per accident, for bodily injury and property damage.

7.2.4 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

7.2.5 Professional Liability: \$1,000,000 per claim, \$2,000,000 annual aggregate.

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

7.3.1 Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers is to be endorsed as "Additional Insured" on the required General Liability, Auto Liability, Professional Liability and Sexual Abuse Liability policies. Any deviation from this requirement must be pre-approved by TPCG.

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

7.3.3 START and its insurers shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party. 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 is to be endorsed to the General Liability, Auto Liability Sexual Abuse Liability and Workers Compensation insurance policies.

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

7.3.5 All policies above endorsed to be primary coverage to any other coverage.

7.3.6 Coverage should be endorsed to cover property "territory" of operations.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-V1. This requirement will be waived for workers' compensation coverage only for those whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Worker's Compensation Corporation. (not on the START Veteran's CEA)

7.5 Verification of Coverage. START shall furnish to TPCG certificates of Insurance affecting 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 TPCG before work commences. TPCG reserves the right to require complete, certified copies of all required policies, at any time.

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

7.7 No Waiver of Liability. Acceptance of evidence of the insurance requirements by TPCG in no way relieves or decreases the liability of START for the performance of the Work under this Agreement. Additionally, START is responsible for any losses, expenses, damages, claims and/or

suits and costs of any kind which exceed START's limits of liability, or which may be outside the coverage scope of START's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of START that may arise from the performance of Work under this Agreement. START's coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work; and any insurance coverage maintained by TPCG is to be deemed as excess of START's insurance coverage and shall not contribute with or to it in any way.

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

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

VIII. INDEMNIFICATION

To the fullest extent permitted by law, START shall protect, defend, indemnify, save and hold harmless TPCG from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, asbestos, lead, hazardous materials, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way result from any damages sustained by a START participant while in the course and scope of his or her duties under the employment of TPCG, or which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of START, its agents, contractors, sub-contractors, partners, affiliates, directors, officers, employees, servants, volunteers, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, including but not limited to acts related to the performance or non-performance of the Agreement herein entered into, including any and all costs, fines, damages (special, general, or punitive) penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the TPCG as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG. This indemnification does not apply to any strict liability of the TPCG. START shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent. TPCG shall not waive any immunity to which it is entitled under law.

IX. ADDITIONAL TERMS AND CONDITIONS

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

9.2 Neither party shall assign its rights, privileges and obligations, in whole or in part, in any manner except by operation of law without the prior written consent of the other party. In case of such assignment or succession so consented to, all of the conditions and provisions herein shall apply to the original party and such substituted party.

9.3 START shall not hire for this project contractors, independent or sub-contractors, unless approved in writing by TPCG.

9.4 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all Agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement 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.

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

9.6 To the fullest extent allowed by law, this Agreement shall be governed and interpreted by Louisiana Law and the provisions of this Agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

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

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

9.9 START may be deemed to be a subrecipient pursuant to 2 C.F.R. §200.332 and shall comply with the requirements of 2 C.F.R. §200.332 and shall assist TPCG with requirement compliance, if necessary.

9.10 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 START which relate to this Agreement, upon request.

9.11 TPCG shall have the option of inspecting and auditing any documents/records of any nature related to this Agreement at TPCG's expense and START shall produce the documents within five (5) days of demand. START shall not destroy any documents/records without prior approval of TPCG.

9.12 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of either party, their successors or assigns for any further payments.

9.13 START shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

9.14 9.14 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

9.15 9.15 START certifies 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 the TPCG.

9.16 9.16 START warrants that it has not employed or retained any entity or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the 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.

X. FEDERAL PROVISIONS

When procuring property under a Federal award, the American Rescue Plan Act (hereinafter referred to as “ARPA”) requires this agreement to comply with the procurement standards in 2 C.F.R. § 200.318 through 200.327. Additionally, ARPA requires this agreement to contain the applicable clauses described in Appendix II to the Uniform Rules under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. TPCG, START, and Consultant (hereinafter, sometimes, “Contractor”) agree to comply with the following federal provisions, where applicable. Contractor and Owner agree to execute any amendments or addenda necessary to remedy the omission of any federal provisions from this contract which are necessary for the Owner to obtain federal reimbursement where eligible.

10.1 Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the V4 2020 Page 249 compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of

September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10.2 Davis-Bacon Act. (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. (2.) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. (3.) Additionally, contractors are required to pay wages not less than once a week.

10.3 Copeland Anti-Kickback Act. (1.) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. (2.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as ARPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. (3.) Contractors and subrecipients are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. (4.) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10.4 Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* TPCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(6) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Department of the Treasury and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

10.5 Homeland Security Acquisition Regulation Class Deviation 15-01 Clauses:

(1) *Safeguarding of Sensitive Information (MAR 2015)*. (a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts. (b) *Definitions*. As used in this clause— “Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual’s identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual. PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual. “Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information: (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee); (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee); (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures. “Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information. “Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements: (1) Truncated SSN (such as last 4 digits) (2) Date of birth (month, day, and year) (3) Citizenship or immigration status (4) Ethnic or religious affiliation (5) Sexual orientation (6) Criminal History (7) Medical Information (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN) Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive. (c) *Authorities*. The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to: (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information (2) DHS Sensitive Systems Policy Directive 4300A (3) DHS 4300A Sensitive Systems Handbook and Attachments (4) DHS Security Authorization Process Guide (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program (7) DHS Information Security Performance Plan (current fiscal year) (8) DHS Privacy Incident Handling Guidance (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html> (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and

Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html> (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html> (d) Handling of Sensitive Information. Contractor compliance with this clause, as well as the policies and procedures described below, is required. (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program. (2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract. (3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form. (4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed. (e) Authority to Operate. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below. (1) Complete the Security Authorization process. The SA process shall proceed according to the DHS Sensitive Systems Policy Directive 4300A (Version 11.0, April 30, 2014), or any successor publication, DHS 4300A Sensitive Systems Handbook (Version 9.1, July 24, 2012), or any successor publication, and the Security Authorization Process Guide including templates. (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively. (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance. (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>. (2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall

update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place. (3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime. (4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure. (5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. (6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems. (f) Sensitive Information Incident Reporting Requirements. (1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract. (2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report: (i) Data Universal Numbering System (DUNS); (ii) Contract numbers affected unless all contracts by the company are affected; (iii) Facility CAGE code if the location of the event is different than the prime contractor location; (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email); (v) Contracting Officer POC (address, telephone, email); (vi) Contract clearance level; (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network; (viii) Government programs, platforms or systems involved; (ix) Location(s) of incident; (x) Date and time the incident was discovered; (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level; (xii) Description of the Government PII and/or SPII contained within the system; (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and (xiv) Any

additional information relevant to the incident. (g) Sensitive Information Incident Response Requirements. (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer. (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following: (i) Inspections, (ii) Investigations, (iii) Forensic reviews, and (iv) Data analyses and processing. (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities. (h) Additional PII and/or SPII Notification Requirements. (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate. (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include: (i) A brief description of the incident; (ii) A description of the types of PII and SPII involved; (iii) A statement as to whether the PII or SPII was encrypted or protected by other means; (iv) Steps individuals may take to protect themselves; (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and (vi) Information identifying who individuals may contact for additional information. (i) Credit Monitoring Requirements. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer: (1) Provide notification to affected individuals as described above; and/or (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include: (i) Triple credit bureau monitoring; (ii) Daily customer service; (iii) Alerts provided to the individual for changes and fraud; and (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or (3) Establish a dedicated call center. Call center services shall include: (i) A dedicated telephone number to contact customer service within a fixed period; (ii) Information necessary for registrants/enrollees to access credit reports and credit scores; (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics; (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate; (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance. (j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(2) *Information Technology Security and Privacy Training (MAR 2015)*. (a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts. (b) Security Training Requirements. (1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed

for all Contractor and subcontractor employees. (2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required. (c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

10.6 Rights to Inventions Made under a Contract. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10.7 Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

10.8 Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to TPCG and understands and agrees that TPCG will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

10.9 Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935), attached at Exhibit B and incorporated herein.

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by TPCG. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to TPCG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4.) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5.) A certificate is attached to this contract as Exhibit B and incorporated herein.

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

10.11 Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.12 Procurement of Recovered Material.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— a. Competitively within a timeframe providing for compliance with the contract performance schedule; b. Meeting contract performance requirements; or c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10.13 Prohibition on Contracting for Certain Telecommunications and Video Surveillance services or Equipment (AUG 2020).

(a) Definitions. As used in this clause Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). Covered foreign country means The People’s Republic of China. Covered telecommunications equipment or services means (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Critical technology means— (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled— (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources. Reasonable inquiry means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or thirdparty audit. Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high. Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. (c) Exceptions. This clause does not prohibit contractors from providing— (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

10.14 Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the state of Louisiana, TPCG, The U.S. Department of the Treasury, the Government Accountability Office (hereinafter referred to as “GAO”), Treasury’s Office of Inspector General (hereinafter referred to as “OIG”), or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor shall maintain records related to the Project for five (5) years after completion of the Project.

(3) The Contractor agrees to provide the U.S. Department of the Treasury, the GAO, the OIG or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) TPCG and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of the Treasury or the Comptroller General of the United States.

10.15 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Contractor, if subcontracts are to be let, is required, under 2 CFR § 200.321(b)(6), to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit

maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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

10.18 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

10.19 Bonding Requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the U.S. Department of the Treasury may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest in adequately protected. If such a determination has not been made, the minimum requirements must be as follows: (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract. (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XI. NOTICES

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

Terrebonne Parish Consolidated Government
Attn: Parish President
8026 Main Street
Houma, LA 70360

START Corporation
Attn: Casey Guidry, Executive Director
420 Magnolia Street
Houma LA 70360

XII. SIGNATURES

11.2 START CORPORATION

THUS done and signed on this ____ day of _____ 2023 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 a thorough reading of the whole.

WITNESSES:

START CORPORATION:

X: _____
BY: CASEY GUIDRY
ITS: EXECUTIVE DIRECTOR

NOTARY PUBLIC

11.3 TPCG

THUS done and signed on this ____ day of _____ 2023 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 a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

X: _____
BY: GORDON E. DOVE
ITS: PARISH PRESIDENT
OR: MICHAEL C. TOUPS
ITS: PARISH MANAGER

NOTARY PUBLIC



Wednesday, September 27, 2023

Item Title:

Renaming Southside Park to Hazel H. Navarre Park

Item Summary:

An ordinance to amend Section 21-30(a) of the Parish Code to change the name of Southside Park to Hazel H. Navarre Park in honor of Mrs. Hazel H. Navarre.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/7/2023	Executive Summary
Resolution	9/7/2023	Resolution
Ordinance	9/7/2023	Ordinance
Exhibit A	9/7/2023	Backup Material
Backup Material	9/7/2023	Backup Material
Backup Material	9/7/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Renaming Southside Park to Hazel H. Navarre Park

PROJECT SUMMARY (200 WORDS OR LESS)
RESOLUTION: Giving Notice of Intent to adopt an ordinance to amend Section 21-30(a) of the Parish Code to change the name of Southside Park to Hazel H. Navarre Park in honor of Mrs. Hazel H. Navarre and calling a public hearing on said matter on Wednesday, September 27, 2023, at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Recreation District No. 11 passed a motion to request that Southside Park be renamed in honor of Mrs. Hazel H. Navarre at their August 8, 2023 meeting.

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

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

Carl Harding

Signature

09/07/2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A Resolution giving Notice of Intent to adopt an ordinance to amend Section 21-30(a) of the Parish Code to change the name of Southside Park to Hazel H. Navarre in honor of Mrs. Hazel H. Navarre.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Public Services 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) of the Parish Code to change the name of Southside Park to Hazel H. Navarre Park in honor of Mrs. Hazel H. Navarre.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, September 27, 2023 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, TAMMY E. TRIGGS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on _____, 2023 and subsequently ratified by the Assembled Council in Regular Session on _____, 2023 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 21-30(A) 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 change the name of Southside Park to Hazel H. Naverre Park under Section 21-30(a) in honor of Mrs. Hazel H. Navarre.

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) 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.

JESSICA DOMANGUE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

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

Date and Time Returned to Council Clerk:

* * * * *

I, TAMMY E. TRIGGS, 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_____, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

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:

Authement Street Park

Barrios Park

Charlton P. Rozands Park

Dumas Park

Ernest C. Moss Memorial Park

Harmon Park

Hazel H. Navarre Park

Hormann Park

Houma Heights Park

June Drive Park

Larry J. Randolph Community Park

Lee Avenue Park

Melvin Johnson, Jr. Splash Park

Morning Star Baptist Church located at 108 Livas Lane

Mulberry Park

Southdown West Park

~~Southside Park~~

Summerfield Park

From: [Tammy Triggs](#)
To: [Brien K. Pledger](#); [Carl Harding](#); [Carl Harding \(carlharding39@gmail.com\)](#); [Gerald Michel](#); "GERALD MICHEL"; [John Amedée](#); [Jessica Domangue](#); "Jessica Domangue"; [Darrin Guidry](#); [Daniel Babin](#); "dbabin2010@gmail.com"; [Dirk Guidry](#); [Dirk Guidry](#); [Steve Trosclair](#)
Cc: [Tammy Triggs](#); [Keith Hampton](#); [Charlie Howard](#); [Elisha Smith](#)
Subject: FW: Council Meeting Agenda Item
Date: Thursday, August 17, 2023 10:48:49 AM

Good Morning. We just received this email in the office regarding this name change. Please advise.

From: Sonja Labat <sonjal@terrebonneport.com>
Sent: Thursday, August 17, 2023 10:16 AM
To: Tammy Triggs <ttriggs@tpcg.org>
Cc: amosely1342@gmail.com
Subject: Council Meeting Agenda Item

External Sender

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

Good Morning Tammy,

The board of Recreation District No. 11 approved to rename Southside Park to Hazel Navarre. This needs to be passed by the Council. Please let me know if you need anything else to have the park renaming placed on the agenda.

Thanks,

Sonja Labat
Finance Manager
Terrebonne Port Commission
(985) 873-6428
1116 Bayou Lacarpe, Suite A, Houma, LA 70363

TERREBONNE PARISH RECREATION DISTRICT NO. 11

900 Williams Avenue
Houma, LA 70364

MINUTES

REGULAR BOARD MEETING

August 8, 2023

The Board of Commissioners of Recreation District No. 11 of the Parish of Terrebonne, State of Louisiana, met at the Mechanicville Multi-Purpose Building on Tuesday, August 8, 2023, at 6:30 p.m.

Commissions Present: Ronald Rainey, Bonita White, Arleen Simmons, Noah Lirette, Misty White, Vincent Fusilier and Molly Arrington

Commissioners Absent: None

Others Present: Amos Mosely, Larry Ward, Councilman Brien Pledger, Sondra Smith, Latoya Walters, Mr. Celestine, Councilman Carl Harding, Jeremy Perkins and Michael Slovenski with All South and C.J.'s Electrical

The Chairman, Vincent Fusilier, called the meeting to order at 6:37 p.m. and led in prayer.

Larry Ward called the roll and it was determined that a quorum was present to conduct business.

Motion by Ronald Rainey, seconded by Bonita White to table the approval of the minutes of the regular meeting of July 11, 2023 until the September meeting. Motion passed.

Public Wishing to Address the Board:

Sondra Smith is the new appointee of the Bayou Cane Adult Education Center. She would like to utilize space for her teachers to provide the local community to obtain their GED. She would like to use the facility three days per week from 5:00-8:00 in the evening. Motion by Ronald Rainey, seconded by Arleen Simmons to allow Sondra Smith to utilize space after speaking with Bernadette. Motion passed.

Latoya Walters was present to ask to extend her rental to the park area for the Trunk or Treat to be held October 29th at the Dumas facility. Motion by Misty Ruffin, seconded by Bonita White to extend the rental to the park area at the Dumas facility providing proper paperwork and have TPCG and Rec 11 added to the insurance certificate. Motion passed.

The new board member, Molly Arrington, introduced herself to the board. She has lived in the area for five years. Her goal is to make the community a better place, see growth and community love. Molly was welcomed to the board.

Mr. Celestine was present to ask that the ant piles be sprayed. He also discussed the need for a water cooler to keep the kids hydrated. The Chairman advised that the ant issue will be taken care of.

Jeremy Perkins with All South was present to give a project update. Jeremy discussed the work at the Adult Softball Complex. C.J. Electrical was present to discuss the work being done and the need for a change order which is due to replace the existing conduit with PVC conduit. Ronald Rainey discussed the

contract and the change order with C.J. Electrical. Motion by Arleen Simmons, seconded by Bonita White to approve the change order in the amount of \$5,122.72 for field number one and including the scoreboard. Motion passed. Jeremy discussed proposal 23-7016 from Geo Sports Lighting in the amount of \$101,400 for the lights for field number 4 and the outfield for field number 1. Motion by Noah Lirette, seconded by Bonita White to obtain two more quotes for the lights for one and a half more fields. Motion passed.

Councilman Carl Harding was present. He advised that the board is off of oversight but not out of sight. He discussed the requirements of insurance for facility rentals. Sponsorships and board attendance were also discussed. Ronald Rainey discussed facility rentals and charity organizations. Facility rentals for charity organizations should be at a discounted cost to avoid the community losing the assistance.

Motion by Ronald Rainey, seconded by Misty Ruffin to table the July financials approval until the September meeting. Motion passed.

Motion by Ronald Rainey, seconded by Noah Lirette to submit the name of Hazel Navarre to the Council for the re-naming of Southside Park. Motion passed.

Noah Lirette briefly discussed the status of the 5-year plan. He also discussed the asset listing.

The Dumas pool house roof repairs have been completed.

The Mechanicville Gym roof repairs will begin tomorrow morning.

The siding at the West Houma Gym has been replaced.

Ronald Rainey discussed estimated costs for four posts and lights at Authement Street Park. It is a safety issue and lights are needed. Mr. Pledger will express his concern to the Council.

Amos Mosely discussed his report. He discussed the status of the football field. The playground equipment will not be provided. Repairs at the Dumas pool will be made at the end of the season. The East Houma pool is doing good. He also discussed the work crew. Motion by Ronald Rainey, seconded by Arleen Simmons to move Marlin Johnson to a Leader man position and increase his current pay from \$15.42 to \$16.00 per hour. Motion passed. Larry Ward gave an update regarding the Moss Park damages.

There were no worker's compensation and vehicle accident reports.

The Chairman asked the board if a giveaway could be held at the West Houma Gym on August 26th.

The next regular meeting is scheduled for Tuesday, September 12, 2023, in the Mechanicville Multi-Purpose Building.

Motion by Ronald Rainey, seconded by Bonita White to adjourn. Motion passed.

The meeting was adjourned at 8:12 p.m.



Wednesday, September 27, 2023

Item Title:

Summerfield Subdivision, Add. No. 18, Phases A & B

Item Summary:

An ordinance to change the name of “Summerfield Place Subdivision, Addendum No. 18, Phase A” to “Summerfield Subdivision, Addendum No. 18, Phase A” and “Summerfield Place Subdivision, Addendum No. 18, Phase B” to “Summerfield Subdivision, Addendum No. 18, Phase B”.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Summerfield Subdivision, Add. No. 18, Phases A & B	9/6/2023	Executive Summary
Summerfield Subdivision, Add. No. 18, Phases A & B	9/6/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Summerfield Subdivision, Addendum No. 18, Phases A & B, name change

PROJECT SUMMARY (200 WORDS OR LESS)
Subdivision name to be changed from Summerfield Place Subdivision, Addendum No. 18, Phases A & B to Summerfield Subdivision, Addendum No. 18, Phases A & B due to an error on Houma-Terrebonne Regional Planning Commission paperwork.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
A Resolution to change the name of "Summerfield Place Subdivision, Addendum No. 18, Phase A" to "Summerfield Subdivision, Addendum No. 18, Phase A" and "Summerfield Place Subdivision, Addendum No. 18, Phase B" to "Summerfield Subdivision, Addendum No. 18, Phase B."

TOTAL EXPENDITURE
n/a
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUAL ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)
N/A NO YES IF YES AMOUNT BUDGETED:

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

Signature

9/6/22

Date



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



Department of Planning & Zoning

September 9, 2023

MEMO TO: Mike Touns, Parish Manager
TPCG Administration

FROM: Becky M. Becnel, Minute Clerk
Houma-Terrebonne Regional Planning Commission *bmb*

THRU: Christopher M. Pulaski, PLA, Director
TPCG Planning & Zoning Department *CP*

SUBJECT: Summerfield Subdivision, Addendum No. 18, Phases A & B
A Resolution to change the name of "Summerfield Place Subdivision, Addendum No. 18, Phase A" to "Summerfield Subdivision, Addendum No. 18, Phase A" and "Summerfield Place Subdivision, Addendum No. 18, Phase B" to "Summerfield Subdivision, Addendum No. 18, Phase B."

Please be advised that the attached Resolution and Ordinance are being sent to the Parish Council for their review for approval or denial for the above referenced subdivision.

Should you have any questions or require more information, please advise.

/bmb

Attachments

cc: Councilwoman Jessica Domangue, *Council Chair*
Councilman Darrin Guidry, *District 6*
Tammy E. Triggs, *Council Clerk*
Council Reading File
Correspondence File

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A Resolution to change the name of “Summerfield Place Subdivision, Addendum No. 18, Phase A” to “Summerfield Subdivision, Addendum No. 18, Phase A” and “Summerfield Place Subdivision, Addendum No. 18, Phase B” to “Summerfield Subdivision, Addendum No. 18, Phase B.”

WHEREAS the previously approved Summerfield Place Subdivision, Addendum No. 18, Phase A (Ordinance No. 9380, June 22, 2022) and Summerfield Place Subdivision, Addendum No. 18, Phase B (Ordinance No. 9453, February 8, 2023) needs to be corrected to Summerfield Subdivision, Addendum No. 18, Phase A and Summerfield Subdivision, Addendum No. 18, Phase B;

WHEREAS all of the provisions of these subdivisions remain in effect except for the name of the subdivision;

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 change the name of “Summerfield Place Subdivision, Addendum No. 18, Phase A” to “Summerfield Subdivision, Addendum No. 18, Phase A” and “Summerfield Place Subdivision, Addendum No. 18, Phase B” to “Summerfield Subdivision, Addendum No. 18, Phase B and a public hearing on said ordinance be called for Wednesday, September 27, 2023 at 6:30 p.m.”

THERE WAS RECORDED:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

The Chairwoman declared this resolution ADOPTED/NOT ADOPTED on this, the _____ day of _____, 2023.

JESSICA DOMANGUE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

I, TAMMY E. TRIGGS, 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 & Planning Committee on _____, 2023 and subsequently ratified by the Assembled Council in Regular Session on _____, 2023, at which meeting a quorum was present.

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO CHANGE THE NAME OF “SUMMERFIELD PLACE SUBDIVISION, ADDENDUM NO. 18, PHASE A” TO “SUMMERFIELD SUBDIVISION, ADDENDUM NO. 18, PHASE A” AND “SUMMERFIELD PLACE SUBDIVISION, ADDENDUM NO. 18, PHASE B” TO “SUMMERFIELD SUBDIVISION, ADDENDUM NO. 18, PHASE B.”

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, previously approved Summerfield Place Subdivision, Addendum No. 18, Phase A (Ordinance No. 9380, June 22, 2022) and Summerfield Place Subdivision, Addendum No. 18, Phase B (Ordinance No. 9453, February 8, 2023);

BE IT FURTHER ORDAINED that due to an error on Houma-Terrebonne Regional Planning Commission paperwork and for ease of rectifying said error as it pertains to property transfers, the name be changed to omit “Place” from the subdivision names as it is depicted on the final plats, prepared by Milford & Associates, Inc., dated April 26, 2022 and October 27, 2022 respectively, copies of which are attached hereto and made a part hereof;

BE IT FURTHER ORDAINED that all of the provisions of these subdivisions remain in effect except for the name of the subdivisions;

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 or other portions of this ordinance shall remain in full force and effect, the provisions of this section hereby being declared to be severable.

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: _____

ABSENT: _____

The Chairwoman declared the ordinance ADOPTED/NOT ADOPTED on this, the _____ day of _____, 2023.

JESSICA DOMANGUE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed _____

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

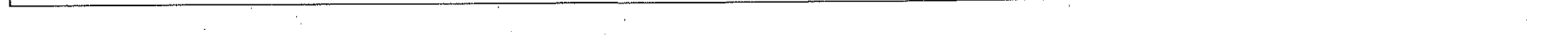
I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

I HEREBY CERTIFY THAT THIS PLAY CONFORMS TO THE
LOUISIANA REVISED STATUTES AND THEREFORE PERMISS
REGULATIONS AND HEREBY APPROVE THE SAME.

[Signature]
FLORENCE WILFORD II, P.E.

[illegible]

Category Number: 4.
Item Number: A.



Wednesday, September 27, 2023

Item Title:

Public Services Committee

Item Summary:

Public Services Committee, 09/25/23*

Category Number: 4.
Item Number: B.



Wednesday, September 27, 2023

Item Title:

Policy, Procedure and Legal Committee

Item Summary:

Policy, Procedure and Legal Committee, 09/25/23



Wednesday, September 27, 2023

Item Title:

Budget and Finance Committee

Item Summary:

Budget and Finance Committee, 09/25/23*

***(Ratification of minutes calls public hearing on Wednesday, October 11, 2023, at 6:30 p.m.)**

Category Number: 5.
Item Number: A.



Wednesday, September 27, 2023

Item Title:

Street Light List

Item Summary:

Lights installations, removals and/or activations.

ATTACHMENTS:

Description

Street Light Listing
Letter of Authorization

Upload Date

9/25/2023
9/25/2023

Type

Backup Material
Backup Material

STREET LIGHT LIST
09-27-2023

INSTALL ONE (1) STREET LIGHT AND POLE AT 2403 FIG STREET (BETWEEN 2403 AND 2405 FIG STREET), HOUMA, LA; RLD #3-A; TPCG UTILITIES; DISTRICT 1; BRIEN PLEDGER.

INSTALL ONE (1) STREET LIGHT AND POLE ON IRIS STREET (AT BOUNDARY BETWEEN 419 ASHLAWN STREET AND 420 ROSELAWN STREET), HOUMA, LA; RLD #3-A; TPCG UTILITIES; DISTRICT 1; BRIEN PLEDGER.

INSTALL ONE (1) STREET LIGHT AND POLE AT 419 ROSELAWN AVENUE (AT BOUNDARY BETWEEN 417 AND 419 ROSELAWN AVENUE), HOUMA, LA; RLD #3-A; TPCG UTILITIES; DISTRICT 1; BRIEN PLEDGER.

INSTALL ONE (1) STREET LIGHT ON EXISTING POLE AT 142 KEVIN STREET, BOURG, LA; RLD #5; ENTERGY; DISTRICT 9; STEVE TROSCLAIR.



EMAIL Request to: builder@entergy.com

STREETLIGHT LETTER OF AUTHORIZATION

Date: 09/25/2023

Account Name: RLD #5

Account Number: 94-27719467

Authorized by: STEVE TROSCLAIR

Signature: STEVE TROSCLAIR

Install Entergy Owned **HPS** Streetlights

Quantity	100w	HPS streetlight(s)	\$ 3.30* each, rate code + *\$1.29	LA_CHSV_2A-Tariff 992
Quantity	150w	HPS streetlight(s)	\$ 5.39* each, rate code + *\$1.29	LA_CHSV_2B-Tariff 993
Quantity	250w	HPS streetlight(s)	\$ 7.55* each, rate code + *\$2.19	LA_CHSV_2C-Tariff 994
Quantity	400w	HPS streetlight(s)	\$10.46* each, rate code + *\$2.19	LA_CHSV_2D-Tariff 995
Quantity	1000w	HPS streetlight(s)	\$16.62* each, rate code + *\$4.39	LA_CHSV_2E-Tariff 996

* Entergy owned Streetlights will have a facility maintenance charge* of .0129% applied to each.

Install Entergy Owned **LED** Streetlights

Quantity	100w EQ LED NEMA-4,800 LUMEN	streetlight(s)	\$10.66 each, rate code	SHLED1-Tariff 1161
Quantity	150w EQ LED NEMA-6,900 LUMEN	streetlight(s)	\$11.06 each, rate code	SHLED2-Tariff 1162
Quantity	150w EQ LED COBRA-9,100 LUMEN	streetlight(s)	\$13.32 each, rate code	SHLED3-Tariff 1163
Quantity	250w EQ LED COBRA-12,300 LUMEN	streetlight(s)	\$14.84 each, rate code	SHLED4-Tariff 1164
Quantity	400w EQ LED COBRA-21,000 LUMEN	streetlight(s)	\$17.45 each, rate code	SHLED5-Tariff 1165

Energize Municipality-Customer Owned Streetlights

Quantity	100w	HPS streetlight(s)	\$ 3.30 each, rate code	LA_HPSV_1A-Tariff 1005
Quantity	150w	HPS streetlight(s)	\$ 5.53 each, rate code	LA_HPSV_1B-Tariff 1006
Quantity	250w	HPS streetlight(s)	\$ 7.76 each, rate code	LA_HPSV_1C-Tariff 1009
Quantity	400w	HPS streetlight(s)	\$10.74 each, rate code	LA_HPSV_1D-Tariff 1010
Quantity	1000w	HPS streetlight(s)	\$17.06 each, rate code	LA_HPSV_1E-Tariff 1011
Quantity	LED streetlight(s)	Wattage, \$1.13 each fixture cost plus , \$0.01857 per kWh for all kWh, rate code	LED-SL-1** -Tariff	

**Please include LED Fixture Specifications sheet for kWh calculation.

NOTE: Installations of 5 or more streetlights or streetlights with pole installations will require Engineering and will take longer than normal 3 day commit.

Location/Description/Instructions:

Please install one (1) street light on existing pole in front of 142 Kevin Street, Bourg, LA 70343

Company Use Only

Order Generated: YES___ NO___ Sent To: Construction___Engineering___

Scheduled completion date:___/___/___ Order processed by: _____



Wednesday, September 27, 2023

Item Title:

Airport Commission

Item Summary:

Airport Commission: One (1) expiring term on 10-26-23. Mr. Carleton A. Casey, Sr. expresses his interest in being appointed.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	9/22/2023	Cover Memo
Term Expiration Notice	9/22/2023	Cover Memo
Application - Carleton Casey	9/22/2023	Cover Memo
Resume - Carleton Casey	9/22/2023	Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **SEPTEMBER 27, 2023, REGULAR SESSION** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 2,3 BOARD: One (1) vacancy due to resignation.

RECREATION DISTRICT NO. 3A BOARD: Two (2) vacancies.

RECREATION DISTRICT NO. 10 BOARD: One (1) expiring term on 10-26-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 6 BOARD: One (1) vacancy due to a resignation.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expired terms.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Eleven (11) expired terms. (Each representing one of the following: Social Services, Education, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office, Houma Police Department and Terrebonne Parish School Board).

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

DOWNTOWN DEVELOPMENT: Two (2) expired terms. (One representing each of the following: Downtown Merchants, and Arts and Humanities)

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expired terms.

TEDA: Two (2) expired terms (One representing each of the following: Parish President, and Chamber of Commerce).

PLANNING AND ZONING COMMISSION: One (1) vacancy due to a resignation. (Applicant must reside in the City of Houma).

VETERANS MEMORIAL BOARD: One (1) expired term. (Representing the Parish President North of the Intracoastal).

→ **AIRPORT COMMISSION:** One (1) expiring term on 10-26-23.

COASTAL ZONE MANAGEMENT AND RESTORATION: Four (4) expiring terms on 10-31-23. (Each representing the following entities: Two (2) representing the Public, one (1) representing Recreational Fishing and one (1) representing Property Owners) and one (1) expired term (representing Commercial Fishing).

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on **MONDAY, SEPTEMBER 25, 2023**. A brief résumé and/or letter of interest in serving should also be submitted.

**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**

JESSICA DOMANGUE, CHAIRWOMAN

JOHN AMEDÉE, VICE-CHAIRMAN

DISTRICT 1
BRIEN PLEDGER
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
TAMMY E. TRIGGS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
ttriggs@tpcg.org www.tpcg.org

September 11, 2023

MEMO TO: Tammy E. Triggs
Council Clerk

FROM: Keith Hampton
Assistant Council Clerk

RE: Term Expirations

KH

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of October 2023.

→ Airport Commission	Carleton A. Casey	10-26-23*
Recreation District No. 10	Danny Constant, Jr.	10-26-23
Coastal Zone Management	Ernest J. Babin, Jr.	10-31-23
	Barry J. Soudelier	10-31-23
	Matthew Benoit	10-31-23

By copy of this memo, individuals are being requested to email *Council Clerk Tammy E. Triggs* at ttriggs@tpcg.org or *Assistant Council Clerk Keith Hampton* at khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out new board applications which can be found on the Terrebonne Parish website at tpcg.org. If you have any questions, please feel free contact our office at (985) 873-6519.

/tet
cc: Council Agenda File
Organizations/Individuals



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 9/20/2023

I, Carleton A. Casey, Sr., of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 503 Central Avenue,
(Address)
Houma, LA 70364, Telephone number is (985) 637-6641,
(City, State, and Zip Code)
and E-mail is cacasey57@gmail.com, wish to qualify for appointment
as a member of the Houma-Terrebonne Airport Commission in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
503 Central Ave. Houma, LA 70364 for 16 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 5.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the _____ Yes _____ No _____
(Recreation District)
and Council District No. _____.

D. Applicant affirms that he/she has not been convicted of a felony Yes X No _____.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Houma-Terrebonne Airport Commission.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
Houma-Terrebonne Airport Commission.
(Board/Committee/Commission)

F. Applicant is aware of the Houma-Terrebonne Airport Commission board criteria and
attendance requirements. (Board/Committee/Commission)
Yes X or No _____.

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COUNCIL

G. Applicant affirms that his/her employment with Retired from Buquet Dist. Co., Inc.
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ____ or No. X
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes X or No. ____.

If yes, explain:

Yes, currently serving on the Houma-Terrebonne Airport Commission.

J. Are you elected to any Federal, State, or Local Office? Yes ____ or No. X

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ____ or No. X

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ____ or No X

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes X or No ____

If yes, explain:

Took oath of office to serve on HTAC.

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ____ or No X

If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes X or No _____

If yes, explain: Yes, currently serving on the Houma-Terrebonne Airport Commission.

Applicant must complete and return this application **along with a copy of their resume** to:

**MRS. TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**



Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020

CARLETON CASEY

503 Central Avenue Houma, LA 70364
985-637-6641
cacasey57@gmail.com

EXPERIENCE

Buquet Distributing Company, Inc. July 1989 – June 2022
Vice President / General Manager
Oversaw complete operation; Sales, Marketing, Warehousing, Fleet, Delivery, & Administration

EDUCATION

Westminster University. Fulton Missouri
Bachelor of Arts - 1979

PUBLIC SERVICE

Houma-Terrebonne Airport Commission

- Chairman of the Commission March 2023 to present
- Vice Chairman January 2022 – March 2023
- Commissioner August 2019 - October 26, 2023
- Commissioner December 2000 - May 2005

CIVIC INVOLVMENT

- Member – Houma-Terrebonne Chamber of Commerce
- Member – Sunrise Rotary Club of Houma; Board Member, Past President, Paul Harris Fellow
- Past Board Member / Past President – Terrebonne Foundation for Academic Excellence
- Past Director – United Way for South Louisiana
- Past Director – Assisi Bridge House
- Past Board Member / Graduate – Leadership Terrebonne

PROFESSIONAL ORGANIZATIONS

- Past Board Member - National Beer Wholesaler Association (NBWA) - Represented Louisiana
- Past Board Member - Louisiana Beer League

CHURCH AFFILIATION

- Member – St. Francis de Sales Catholic Church

ACTIVITIES

- Member – Krewe of Houmas Carnival Club

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SEP 20 2023

**TERREBONNE PARISH
COUNCIL**



Wednesday, September 27, 2023

Item Title:

TEDA

Item Summary:

T.E.D.A.: Two (2) expired terms. (One representing each of the following: Parish President and Chamber of Commerce) Mr. Joshua Alford (Chamber of Commerce nominee) submits application and resume for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	9/22/2023	Cover Memo
Application - Joshua Alford	9/22/2023	Cover Memo
Resume - Joshua Alford	9/22/2023	Cover Memo
Nomination Letter	9/22/2023	Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **SEPTEMBER 27, 2023, REGULAR SESSION** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 2,3 BOARD: One (1) vacancy due to resignation.

RECREATION DISTRICT NO. 3A BOARD: Two (2) vacancies.

RECREATION DISTRICT NO. 10 BOARD: One (1) expiring term on 10-26-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 6 BOARD: One (1) vacancy due to a resignation.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expired terms.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Eleven (11) expired terms. (Each representing one of the following: Social Services, Education, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office, Houma Police Department and Terrebonne Parish School Board).

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

DOWNTOWN DEVELOPMENT: Two (2) expired terms. (One representing each of the following: Downtown Merchants, and Arts and Humanities)

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expired terms.

→ **TEDA:** Two (2) expired terms (One representing each of the following: Parish President, and Chamber of Commerce).

PLANNING AND ZONING COMMISSION: One (1) vacancy due to a resignation. (Applicant must reside in the City of Houma).

VETERANS MEMORIAL BOARD: One (1) expired term. (Representing the Parish President North of the Intracoastal).

AIRPORT COMMISSION: One (1) expiring term on 10-26-23.

COASTAL ZONE MANAGEMENT AND RESTORATION: Four (4) expiring terms on 10-31-23. (Each representing the following entities: Two (2) representing the Public, one (1) representing Recreational Fishing and one (1) representing Property Owners) and one (1) expired term (representing Commercial Fishing).

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on **MONDAY, SEPTEMBER 25, 2023**. A brief résumé and/or letter of interest in serving should also be submitted.

**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**

RETURN TO:

DATE: 9/6/23

Mrs. Tammy E. Triggs, Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361
E-Mail: ttriggs@tpcg.org
FAX: 985-873-6521

The application of JOSHUA ALFORD, of the full age of majority, whose primary residence and permanent mailing address, email address, and phone # is :

407 ARDOYNE DRIVE, HOUMA, LA 70360; joshuaalford@me.com; (985) 209-6036.

Applicant wishes to qualify for appointment as a member of TEDA in this Parish, and certifies the following:

- A. Applicant has maintained their primary residence in the Parish of Terrebonne at 407 Ardoyne Drive, Houma, LA 70360 for 3 consecutive years.
- B. Applicant resides in and is a registered voter of council district number 6.
- C. Applicant has not been convicted of a felony.
- D. To the best of his/her knowledge, Applicant will receive no personal economic benefit by serving on TEDA.
- E. To the best of his/her knowledge, no member of applicant's immediate family will receive any personal economic benefit from applicant's service on TEDA.
- F. Applicant is aware of the meeting requirements of TEDA.

REQUIRED QUALIFICATIONS FOR TERREBONNE ECONOMIC DEVELOPMENT AUTHORITY:

- G. Applicant is a citizen of the United States.
- H. Applicant is a qualified voter residing in Terrebonne Parish.
- I. Applicant is either a proprietor, partner or officer of a business within Terrebonne Parish:
 - i.) Please provide written evidence or certify that your business is in good standing with the Louisiana Secretary of State or information verifying that your business structure does not require registration with the state. WA attached.
Initial
 - ii.) Please provide written evidence or certify that your business possesses a valid occupational license for the Parish of Terrebonne or that your business is of a type that does not require an occupational license. WA attached.
Initial
- J. A copy of your resume may be attached for our consideration.

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**TERREBONNE PARISH
COUNCIL**

[Signature]
(Signature of Applicant)

Providing false information on this application is grounds for immediate removal from any board or commission.

1. "personal economic benefit" for purposes of this application, means that no applicant or his immediate family will receive any economic benefit from the applicant's service on said Board or Commission. Simply put, the applicant's actions/transactions while serving on the Board/Commission may result in profits for himself or his immediate family. A per diem received by applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of provision E.

2. "immediate family" for purposes of this application means his children, the spouses of his children, brothers, sisters, parents, spouse, and the parents of his spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission to which he/she is applying for membership, he/she should determine this information by contacting a Board/Commission member or by contacting the office of the Council Clerk.

01/05/11

Joshua Alford joined Alford & Associates in January 2017 as an Employee Benefits Consultant. After working in other industries, Josh saw an opportunity to change the insurance industry for the better and a profession where he can advocate on behalf of those going through tough life events.

Through his experience as a licensed insurance agent and risk manager, Josh strives to hold insurance carriers to account to make good on the promises made to Alford's clients. He has a passion to provide quality customer service which is rooted in his deep respect for the resilient communities of south Louisiana. Josh prides himself on providing a high value of customer service – bringing along a fresh perspective and innovative ideas to build upon the company's already strong foundation.

Currently, Josh serves on the Louisiana Healthcare Commission where he was appointed by the Insurance Commissioner and confirmed by the Senate. Additionally, he is a member of the Louisiana Insurance Commissioner's Agent Advisory Board. He has previously served as Secretary of the Houma-Terrebonne Airport Commission and Secretary of the Louisiana Drone Advisory Board. He now serves as Vice-Chair of the Houma-Terrebonne Airport Commission and has resigned from his seat on the Louisiana Drone Advisory Board.

Josh is a 2012 graduate of Vandebilt Catholic High School and a 2016 graduate of The University of Louisiana at Lafayette. He holds a Bachelor of Science degree in Insurance and Risk Management.

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SEP 19 2023

**TERREBONNE PARISH
COUNCIL**



6133 Highway 311
Houma, Louisiana 70360

Phone: 985.876.5600

Fax: 985.876.5611

info@houmachamber.com

www.houmachamber.com

September 19, 2023

Terrebonne Economic Development Authority
Attn: Cohen Guidry, Executive Director
Post Office Box 2768
Houma, LA 70361

Dear Mr. Guidry,

The Houma Terrebonne Chamber of Commerce Board approved on Tuesday, September 19, 2023, the appointments of Mr. Joshua Alford with Alford & Associates Insurance Services and Ms. Melissa Adams with Danos on Terrebonne Economic Development Authority Board of Commissioners. Mr. Alford and Ms. Adams will serve as the Houma Terrebonne Chamber of Commerce representatives replacing Dr. Michael Garcia and Mr. Nicholas Hebert.

Sincerely yours,

A handwritten signature in blue ink, appearing to be 'N. Hebert', written over a horizontal line.

Mr. Nicholas Hebert
Chairman of the Board of Directors

cc: Nicol Montiville, CEO

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**TERREBONNE PARISH
COUNCIL**



Wednesday, September 27, 2023

Item Title:

Recreation District No. 10

Item Summary:

Recreation District No. 10: One (1) expiring term on 10-26-23. Mr. Danny Constant, Jr. expresses his interest in being reappointed. Mr. Harold Turner submits application for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	9/25/2023	Backup Material
Notice of Vacancy	9/25/2023	Backup Material
Harold Turner	9/25/2023	Application
Danny Constant	9/25/2023	Application
Danny Constant 2	9/25/2023	Application

“NOTICE TO THE PUBLIC”

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FIRE PROTECTION DISTRICT NO. 6 BOARD: One (1) vacancy due to a resignation.

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COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Eleven (11) expired terms. (Each representing one of the following: Social Services, Education, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office, Houma Police Department and Terrebonne Parish School Board).

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DOWNTOWN DEVELOPMENT: Two (2) expired terms. (One representing each of the following: Downtown Merchants, and Arts and Humanities)

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expired terms.

TEDA: Two (2) expired terms (One representing each of the following: Parish President, and Chamber of Commerce).

PLANNING AND ZONING COMMISSION: One (1) vacancy due to a resignation. (Applicant must reside in the City of Houma).

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AIRPORT COMMISSION: One (1) expiring term on 10-26-23.

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**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**

JESSICA DOMANGUE, CHAIRWOMAN

JOHN AMEDÉE, VICE-CHAIRMAN

DISTRICT 1
BRIEN PLEDGER
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
TAMMY E. TRIGGS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
ttriggs@tpcg.org www.tpcg.org

September 11, 2023

MEMO TO: Tammy E. Triggs
Council Clerk

FROM: Keith Hampton
Assistant Council Clerk

RE: Term Expirations

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of October 2023.

Airport Commission	Carleton A. Casey	10-26-23*
→ Recreation District No. 10	Danny Constant, Jr.	10-26-23
Coastal Zone Management	Ernest J. Babin, Jr.	10-31-23
	Barry J. Soudelier	10-31-23
	Matthew Benoit	10-31-23

By copy of this memo, individuals are being requested to email *Council Clerk Tammy E. Triggs* at ttriggs@tpcg.org or *Assistant Council Clerk Keith Hampton* at khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out new board applications which can be found on the Terrebonne Parish website at tpcg.org. If you have any questions, please feel free contact our office at (985) 873-6519.

/tet

cc: Council Agenda File
Organizations/Individuals



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 21 Sept 2023

I, Harold Grob Turner, of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 207 Riley Drive,
(Address)
Houma, LA 70363, Telephone number is (985) 951-6166,
(City, State, and Zip Code)
and E-mail is turner601177@3mail, wish to qualify for appointment
as a member of the REC. 10 in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
207 Riley Drive, Houma, LA 70363 for 33 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 1.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. 1.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the 10 Yes ☒ No ☐
(Recreation District)
and Council District No. 1.

D. Applicant affirms that he/she has not been convicted of a felony Yes ☐ No ☒.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of _____
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
Rec 10
(Board/Committee/Commission)

F. Applicant is aware of the Rec 10 board criteria and
attendance requirements. (Board/Committee/Commission)
Yes ☒ or No ☐.

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**TERREBONNE PARISH
COUNCIL**

G. Applicant affirms that his/her employment with R. Thel
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No. ✓

State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ___ or No. ✓

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No. ✓

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No. ✓

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No ✓

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ___ or No ✓

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ___ or No ✓

If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes _____ or No ☒

If yes, explain: _____

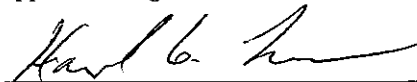
Applicant must complete and return this application along with a copy of their resume to:

**MRS. TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 9-17-23

I, Danny Constant, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 1355 Dr Beaudouin Rd
(Address)

Theriot La 70397, Telephone number is (985) 232-7060
(City, State, and Zip Code)

and E-mail is dconstant1971@yahoo.com wish to qualify for appointment
Re

as a member of the Recreation District 10 in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
1355 Dr Beaudouin Rd for 23 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)
Theriot La 70397

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 7.

B. If applying for membership as a member of a Fire Protection District Board, applicant

affirms that he/she is a resident property owner/taxpayer of Dist 10
(Fire District)
and Council District No. 7.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the District 10 Yes ☒ No ☐
(Recreation District)
and Council District No. 7.

D. Applicant affirms that he/she has not been convicted of a felony Yes ☒ No ☐.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Rec Dist 10
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

Rec Dist. 10
(Board/Committee/Commission)

F. Applicant is aware of the Rec Dist. 10 board criteria and
attendance requirements. (Board/Committee/Commission)

Yes ☒ or No ☐.

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TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with _____

Self Employed
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes _____ or No ☒

State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ☒ or No _____

If yes, explain:

Current Chairman of Recreation
District 10 and would like to be
re-appointed

J. Are you elected to any Federal, State, or Local Office? Yes _____ or No ☒

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes _____ or No ☒

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes _____ or No ☒

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes _____ or No ☒

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes _____ or No ☒

If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes ☒ or No ☐

If yes, explain: Chairman of Recreation District
10

Applicant must complete and return this application along with a copy of their resume to:

MRS. TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020

DANIEL J. CONSTANT JR.

1355 Dr. Beatrous Rd.

Cell (985) 232-7066

Theriot La. 70397

POSITION APPLIED FOR:

Any

EDUCATION**SOUTH LOUISIANA REGIONAL TECHNICAL INSTITUTE** – Associates Degree in Drafting and Design Technology - 1994**NICHOLLS STATES UNIVERSITY** – Thibodaux La. 1989-1990 - 1999-2001**THIBODAUX HIGH SCHOOL** – Thibodaux La. Graduated 1989**Employment****Henry Company Homes**, Pace, Fl.

Nov. 2015 to present

Land Manager/General Maintenance

Sparrows Offshore, Houma, La.

Nov. 2013 to Nov. 2015

Parts Specialist

Lewis-Goetz and Company, Houma, La.

Jan. 2010 to Nov. 2013

Outside Sales /Pump/Hydraulic Specialist

Applied Hydraulics/Oil States, Houma, La.

Oct. 1995 to Sep. 2009

Draftsman/Project Coordinator/Project Manager

Mikes Marine, Houma, La.

May 1995 to Oct. 1995

Parts and Accessories Manager

Bollinger Shipyard, Lockport, La.

Mar. 1994 to May 1995

Cad Operator

Cournoyer GMC, Houma, La.

Feb. 1992 to Sep. 1992

Assistant Body Shop Manager

Autozone, Thibodaux, La.

Aug. 1989 to Feb. 1992

Parts Specialist

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PERSONAL DATA

Resident of Theriot for 22 Years

Married to Christine Bergeron Constant for 25 Years

Two sons Trent (22) and Tyler (18)

Member of Dularge Recreation Committee

Member of Recreation District 10 Board of Directors

Member of Knights of Columbus

Coaching Youth in various sports for 25 Years

Work Skills

AutoCAD

Drafting – All disciplines

Microsoft Office

Minor repair and Maintenance of diesel engines

Hydraulic Mechanic and troubleshooting

Centrifugal Pump Repair

Minor Outboard repair

Proficient in Carpentry, Plumbing, and Electrical

Certified CPR and First Aid

Certified AED operator

REFERENCES

Dren Theriot

B&D Contractors

985-855-9091

Dave Leboeuf

Oilstates

985-232-2248

Tammy Knight

Recreation Director – District 10 – Dularge

985-879-4340



Wednesday, September 27, 2023

Item Title:

Notice to the Public

Item Summary:

RECREATION DISTRICT NO. 2,3 BOARD: One (1) vacancy due to a resignation.

RECREATION DISTRICT NO. 10 BOARD: One (1) expiring term on 10-26-23.

TEDA: One (1) expired term representing the Parish President.

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

COASTAL ZONE MANAGEMENT AND RESTORATION: Four (4) expiring terms on 10-31-23.

(Each representing the following entities: Two (2) representing the Public, one (1) representing Recreational Fishing and one (1) representing Property Owners) and one (1) expired term (representing Commercial Fishing).

VETERANS MEMORIAL BOARD: One expiring term on 09-17-23 (representing the Parish President / North of the Intracoastal).

ATTACHMENTS:

Description

Notice to the Public

Upload Date

9/22/2023

Type

Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **SEPTEMBER 27, 2023, REGULAR SESSION** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 2,3 BOARD: One (1) vacancy due to resignation.

RECREATION DISTRICT NO. 3A BOARD: Two (2) vacancies.

RECREATION DISTRICT NO. 10 BOARD: One (1) expiring term on 10-26-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 6 BOARD: One (1) vacancy due to a resignation.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expired terms.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Eleven (11) expired terms. (Each representing one of the following: Social Services, Education, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff’s Office, Houma Police Department and Terrebonne Parish School Board).

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

DOWNTOWN DEVELOPMENT: Two (2) expired terms. (One representing each of the following: Downtown Merchants, and Arts and Humanities)

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expired terms.

TEDA: Two (2) expired terms (One representing each of the following: Parish President, and Chamber of Commerce).

PLANNING AND ZONING COMMISSION: One (1) vacancy due to a resignation. (Applicant must reside in the City of Houma).

VETERANS MEMORIAL BOARD: One (1) expired term. (Representing the Parish President North of the Intracoastal).

AIRPORT COMMISSION: One (1) expiring term on 10-26-23.

COASTAL ZONE MANAGEMENT AND RESTORATION: Four (4) expiring terms on 10-31-23. (Each representing the following entities: Two (2) representing the Public, one (1) representing Recreational Fishing and one (1) representing Property Owners) and one (1) expired term (representing Commercial Fishing).

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk’s Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish’s webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk’s Office no later than 4:00 p.m. on **MONDAY, SEPTEMBER 25, 2023**. A brief résumé and/or letter of interest in serving should also be submitted.

**TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL**

Category Number: 8.
Item Number: A.



Wednesday, September 27, 2023

Item Title:

Parish President

Item Summary:

Parish President.

Category Number: 8.
Item Number: B.



Wednesday, September 27, 2023

Item Title:

Council Members

Item Summary:

Council Members.
