

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, October 11, 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

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

**DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON
SEPTEMBER 27, 2023.**

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 9/18/2023 & 9/25/2023

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 10/2/2023 & 10/9/2023

APPROVE MANUAL CHECK LISTING FOR AUGUST 2023

1. GENERAL BUSINESS:

- A. PROCLAMATION:** Proclaiming October 2023 as Atchafalaya National Heritage Area Month.
- B.** Informational presentation by Mr. Carl Detiveaux regarding the military museum.
- C.** Amend the condemnation order adopted July 31, 2023 on the residential structure located at 1128 Bourg Street, owned by Joe Harris, Jr. by changing the deadline to demolish and/or remove the structure from August 31, 2023 to February 29, 2024.
- D. RESOLUTION:** Authorizing the Parish President to execute the Emergency Management Performance Grant - FY 2023 No. EMT-2023-EP-00001-S01 from the Governor's Office Homeland Security and Emergency Preparedness (GOHSEP) for operational expenses of the Terrebonne Parish Office of Homeland Security and Emergency Preparedness.

2. 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 establish regulations and policies relative to the Rotary Centennial Plaza.
 - 1. Consider the adoption of the ordinance.
- B.** An ordinance to amend the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
 - I. Whitney Bank, \$4,333,074
 - II. Capital Projects Control Fund, \$750,000
 - III. American Rescue Plan-Demolition Program, \$1,000,000
 - IV. Houma Police Department, \$500
 - V. Bayou Country Sports Park, \$2,000,000
 - VI. Bayou Terrebonne Miter Gate, \$165,000
 - VII. Housing & Human Service, \$5,000
 - VIII. Community Development Block Grant, \$275,000.
 - 1. Consider the adoption of the ordinance.
- C.** An ordinance to authorize the Parish President to use funds already in TPCG possession to purchase Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank.
 - 1. Consider the adoption of the ordinance.
- D.** An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Anthony J. Alford Insurance Corporation to serve as Agent of Record for the Employee Group Health Insurance/Self-Funded and Reinsurance Contract for Medical, Dental, and Pharmacy Benefits commencing on January 1, 2024, and effective through December 31, 2024, with the option to renew for two additional one-year terms as more fully described herein.
 - 1. Consider the adoption of the ordinance.
- E.** An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of The Ledet Corporation D/B/A Ledet Insurance to serve as Agent/Producer of Record for (Houma Fire Department) Comprehensive Firemen's Policy commencing on April 1, 2024 through March 31, 2025, and Boiler and Machinery Coverage commencing on March 1,

2024 through February 28, 2025, with the option to renew for two subsequent one-year terms as more fully described herein.

1. Consider the adoption of the ordinance.

- F.** An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to serve as Agent/Producer of Record of Terrebonne Parish Consolidated Government's Casualty Insurance Coverage commencing on April 1, 2024 through March 31, 2025, with option to renew for two additional one-year terms as more fully described herein.

1. Consider the adoption of the ordinance.

- G.** An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to serve as Agent/Producer of Record of Terrebonne Parish Consolidated Government's Property Insurance Coverage commencing on March 1, 2024 through February 28, 2025, with option to renew for two additional one-year terms as more fully described herein.

1. Consider the adoption of the ordinance.

- H.** The Proposed 2024 Parish Budget and Five-Year Capital Outlay Budget.

1. Continue the public hearing to the October 25, 2023 meeting.

3. COMMITTEE REPORTS:

- A.** Community Development and Planning Committee, 10/09/23*

- B.** Public Services Committee, 10/09/23 **

- C.** Budget and Finance Committee, 10/09/23**

(Ratification of minutes calls *condemnation hearings on Tuesday, October 24, 2023, at 5:30 p.m. and **public hearings on Wednesday, October 25, 2023, at 6:30 p.m.)

4. STREET LIGHTS:

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

5. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. 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.

- B. Fire Protection District No. 8:** Two (2) expired terms. Mr. Patrick Bourgeois expresses his interest in being reappointed.

- C. Coastal Zone Restoration and Management:** 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). Mr. Barry Soudelier expresses his interest in being reappointed representing Recreational Fishing. Mr. Ernest J. Babin, Jr. expresses his interest in being reappointed representing the Public.

- D. Planning and Zoning Commission:** One (1) vacancy due to a resignation. (Applicant must reside in the City of Houma). Mr. Clarence McGuire, Jr. submits application for consideration. Mr. Michael J. Billiot submits application and resume for consideration.

6. VACANCIES TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

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

RECREATION DISTRICT NO. 3A BOARD: One (1) expiring term on 11-14-23 and two (2) vacancies.

RECREATION DISTRICT NO. 7: One (1) expiring term on 11-14-23.

CHILDREN AND YOUTH SERVICES BOARD: One (1) expiring term on 11-01-23 (Representing the Office of the District Public Defender 32nd JDC and 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).

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

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

PLANNING AND ZONING COMMISSION: One (1) expiring term on 11-30-23 (Applicant must reside in the City of Houma).

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

HOUMA AREA CONVENTION AND VISITORS' BUREAU: One (1) expiring term on 12-31-23. (Representing a Civic Non-Profit Organization)

DOWNTOWN DEVELOPMENT CORPORATION: Five (5) expiring terms on 11-01-23. (Each representing the following entities: Two (2) representing the Parish Council, one (1) representing the Parish President, one (1) representing the Historical Society and one (1) representing the Garden Clubs).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-23. (Representing the Council)

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

7. MONTHLY ENGINEERING REPORTS:

A. Milford and Associates, Inc.

B. T. Baker Smith

8. ANNOUNCEMENTS:

A. Parish President.

B. Council Members.

9. ADJOURN

Category Number:
Item Number:



Wednesday, October 11, 2023

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Wednesday, October 11, 2023

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number:



Wednesday, October 11, 2023

Item Title:

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

Item Summary:

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

Category Number:
Item Number:



Wednesday, October 11, 2023

Item Title:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 27, 2023

Item Summary:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 27, 2023.

Category Number:
Item Number:



Wednesday, October 11, 2023

Item Title:

Accounts Payable Bill Lists for 9/18/2023 & 9/25/2023

Item Summary:

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 9/18/2023 & 9/25/2023

ATTACHMENTS:

Description	Upload Date	Type
Accounts Payable Bill Lists for 9/18/2023 & 9/25/2023	10/2/2023	Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
ACCOUNTS PAYABLE BILL LISTS FOR 9/18/2023 & 9/25/2023

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES - BILL LIST ON FILE WITH THE FINANCE AND COUNCIL CLERK DEPARTMENTS.

PROJECT PURPOSE & BENEFITS(150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

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

s/Kandace M. Mauldin, CFO
Signature

October 2, 2023
Date

Category Number:
Item Number:



Wednesday, October 11, 2023

Item Title:

Accounts Payable Bill Lists for 10/2/2023 & 10/9/2023

Item Summary:

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 10/2/2023 & 10/9/2023

ATTACHMENTS:

Description

Accounts Payable Bill Lists for 10/2/2023
& 10/9/2023

Upload Date

10/2/2023

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
ACCOUNTS PAYABLE BILL LISTS FOR 10/2/2023 & 10/9/2023

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES - BILL LIST ON FILE WITH THE FINANCE AND COUNCIL CLERK DEPARTMENTS.

PROJECT PURPOSE & BENEFITS(150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

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

s/Kandace M. Mauldin, CFO
Signature

October 2, 2023
Date

Category Number:
Item Number:



Wednesday, October 11, 2023

Item Title:

Manual Check Listing-August 2023

Item Summary:

APPROVE MANUAL CHECK LISTING FOR AUGUST 2023

ATTACHMENTS:

Description

Manual Check Listing-August 2023

Upload Date

10/2/2023

Type

Executive Summary



I

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
MANUAL CHECK LISTING-AUGUST 2023

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF THE MANUAL CHECK PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

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

s/Kandace Mauldin, CFO

Signature

October 2, 2023

Date

Category Number: 1.
Item Number: A.



Wednesday, October 11, 2023

Item Title:

Proclamation - October 2023 as Atchafalaya National Heritage Area Month

Item Summary:

PROCLAMATION: Proclaiming October 2023 as Atchafalaya National Heritage Area Month.

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	10/5/2023	Presentation



CITY OF HOUMA, LOUISIANA



PARISH OF TERREBONNE

A Proclamation

WHEREAS, the Atchafalaya National Heritage Area, created by Public Law No. 109-338, Subsection B, is one of 49 nationally distinctive heritage areas designated by the United States Congress; and,

WHEREAS, the Atchafalaya National Heritage Area contains the Atchafalaya Basin, the largest river swamp in America, and is promoted as "America's Foreign Country"; and,

WHEREAS, the Atchafalaya National Heritage Area encompasses 14 parishes, including Terrebonne Parish, reflecting the unique culture and history evolving from life in and around the Atchafalaya Basin, making it, therefore, one of the most unique Heritage Areas in the United States; and,

WHEREAS, the Atchafalaya Basin is considered the most productive swamp in the world and contributes substantially to the economy of Louisiana; and,

WHEREAS, the Atchafalaya Basin and the parishes within the Heritage Area house important wetlands that serve as buffers during storm surges; and,

WHEREAS, the Atchafalaya National Heritage Area offers exceptional opportunities for education, recreation, and tourism so important to the economies of the State and to Heritage Area parishes, for which information on all these opportunities can be found at <http://www.atchafalaya.org>; and,

WHEREAS, the Office of Lieutenant Governor Billy Nungesser, the Louisiana Department of Culture, Recreation and Tourism and the Commissioners of the Atchafalaya National Heritage Area encourage and promote recreational, educational, and visitor activities during the month of October to raise awareness of the valuable resources, unique culture and recreational opportunities located within the Heritage Area; and,

WHEREAS, Lt. Governor Billy Nungesser has duly proclaimed October 2023 as Atchafalaya Month in the State of Louisiana.

NOW THEREFORE IT IS RESOLVED that the Terrebonne Parish Council on behalf of Terrebonne Parish Government hereby joins with Lieutenant Governor Billy Nungesser, and the Atchafalaya Trace Commission in designating the month of **October 2023** as

"ATCHAFALAYA NATIONAL HERITAGE AREA MONTH"

to encourage the citizens of Terrebonne Parish to take time during the month to visit points of interest in the Atchafalaya National Heritage Area and its Basin and to become more familiar with this truly national treasure.

Presented this the 11th day of October, 2023.

**GORDON E. DOVE
PARISH PRESIDENT**

**JESSICA DOMANGUE
COUNCIL CHAIRWOMAN**

TERREBONNE PARISH COUNCIL

BRIEN PLEDGER	CARL HARDING	GERALD MICHEL	JOHN AMEDÉE	JESSICA DOMANGUE
<i>DISTRICT 1</i>	<i>DISTRICT 2</i>	<i>DISTRICT 3</i>	<i>DISTRICT 4</i>	<i>DISTRICT 5</i>

DARRIN GUIDRY, SR.	DANIEL BABIN	DIRK GUIDRY	STEVE TROSCLAIR
<i>DISTRICT 6</i>	<i>DISTRICT 7</i>	<i>DISTRICT 8</i>	<i>DISTRICT 9</i>

Category Number: 1.
Item Number: B.



Wednesday, October 11, 2023

Item Title:

Informational Presentation: Military Museum

Item Summary:

Informational presentation by Mr. Carl Detiveaux regarding the military museum.

ATTACHMENTS:

Description

Executive Summary

Upload Date

10/6/2023

Type

Executive Summary

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Informational Presentation: Military Museum

PROJECT SUMMARY (200 WORDS OR LESS)

Informational presentation by Mr. Carl Detiveaux regarding the military museum.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

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

Jessica Domangue

10/06/2023

Signature

Date _____

Category Number: 1.
Item Number: C.



Wednesday, October 11, 2023

Item Title:

Amending Condemnation Order – 1128 Bourg Street

Item Summary:

Amend the condemnation order adopted July 31, 2023 on the residential structure located at 1128 Bourg Street, owned by Joe Harris, Jr. by changing the deadline to demolish and/or remove the structure from August 31, 2023 to February 29, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/5/2023	Executive Summary
Backup Material	10/5/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Amending Condemnation Order – 1128 Bourg Street

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the condemnation order adopted July 31, 2023 on the residential structure located at 1128 Bourg Street, owned by Joe Harris, Jr. by changing the deadline to demolish and/or remove the structure from August 31, 2023 to February 29, 2024.

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	<u>1</u>	2	3	4	5	6	7	8	9

Brien Pledger

10/05/2023

Signature

Date

The Chairwoman called for the vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, B. Pledger, G. Michel, and J. Amedée.

NAYS: None.

ABSENT: D. W. Guidry, Sr., and C. Harding.

The Chairwoman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 2604 Madge Street, owned by Leola Carter Jules, noting that this matter was continued from the April 24, 2023, condemnation hearing. She stated that an inspection completed July 17, 2023, indicated that the structure has been demolished and is no longer in violation. Mrs. Stewart then stated that Administration recommends this file be closed.

Mr. B. Pledger moved, seconded by Mr. D. J. Guidry, "THAT, the Council concur with the recommendation of the Parish Administration to close the condemnation file on the residential structure located at 2604 Madge Street, owned by Leola Carter Jules."

The Chairwoman called for the vote on the motion offered by Mr. B. Pledger.

THERE WAS RECORDED:

YEAS: J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, B. Pledger, G. Michel, and J. Amedée.

NAYS: None.

ABSENT: D. W. Guidry, Sr., and C. Harding.

The Chairwoman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 1128 Bourg Street, owned by Joe Harris, Jr., noting the following:

- This matter was continued from the April 24, 2023, condemnation hearing.
- An inspection conducted on July 18, 2023, indicated this structure continues to be in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean, and sanitary condition.
 - The exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound, tight condition.

Mrs. Stewart stated that, as of an inspection completed on July 18, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Mr. B. Pledger moved, seconded by Mr. D. J. Guidry, "THAT, the Council find the residential structure located at 1128 Bourg Street, owned by Joe Harris, Jr., per legal description,

LOT TWO (2) OF BLOCK "E" OF CELESTIN'S ADDITION TO NEWTOWN in the City of Houma, Parish of Terrebonne, Louisiana, measuring a front of sixty (60') feet on the South side of Bourg Street by a depth of on hundred twenty (120') feet between parallel lines, as shown on the plan made by A. Jolet, Jr., Surveyor on January 7, 1899, duly recorded on COB "SS" folio 315, Terrebonne Parish; bounded on the north by Bourg Street, on the east by Lot 1, on the south by lot 11 and on the west by Lot 3; together with all buildings and

improvements thereon and all rights, ways, privileges, prescriptions and servitudes thereto belonging and appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by August 31, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. B. Pledger.

THERE WAS RECORDED:

YEAS: J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, B. Pledger, G. Michel, and J. Amedée.

NAYS: None.

ABSENT: D. W. Guidry, Sr., and C. Harding.

The Chairwoman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 3620 Thomas Drive, owned by Tiawan T. Jackson, noting the following:

- This matter was continued from the April 24, 2023, condemnation hearing.
- An inspection conducted on July 17, 2023, indicated this structure continues to be in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean, and sanitary condition.
 - The exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound, tight condition.

Mrs. Stewart stated that, as of an inspection completed on July 17, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Ad Hoc Attorney Tanner Magee stated that the property at 3620 Thomas Drive has been properly advertised and there has been no response from the owner.

Upon inquiry from Mr. B. Pledger regarding the property’s initial reporting and inspection, Ms. Stewart stated that this matter was continued from the April 24, 2023, condemnation hearing.

Mr. B. Pledger moved, seconded by Mr. D. J. Guidry, “THAT, the Council find the residential structure located at 3620 Thomas Drive, owned by Tiawan T. Jackson, per legal description,

LOT TWENTY-ONE (21) and THE EASTERN ONE (1) FOOT of LOT TWENTY-TWO (22), BLOCK THREE (3), ADDENDUM NO. FIVE (5) VILLAGE EAST SUBDIVISION; one certain lot of ground more particularly designated as Lot Twenty-One (21) and the Eastern One (1) foot of Lot Twenty-two (22) Block Three (3) Addendum No. Five (5) as shown on a plan entitled “VILLAGE EAST SUBDIVISION ADDENDUM NO. 5 A SUBDIVISION OF PROPERTY BELONGING TO VILLAGE EAST REALTY- LOCATED IN SECTION 2, T17S, R18E, TERREBONNE PARISH, LOUISIANA,” prepared by T. Baker Smith & Son, Inc., Civil and Consulting Engineers, under date of September 27, 1978, recorded in COB 758, under Entry No. 597436, records of Terrebonne Parish, Louisiana, said contiguous lots having a combined front of Sixty-one (61’) feet on the



Wednesday, October 11, 2023

Item Title:

2023 EMPG Grant

Item Summary:

RESOLUTION: Authorizing the Parish President to execute the Emergency Management Performance Grant - FY 2023 No. EMT-2023-EP-00001-S01 from the Governor's Office Homeland Security and Emergency Preparedness (GOHSEP) for operational expenses of the Terrebonne Parish Office of Homeland Security and Emergency Preparedness.

ATTACHMENTS:

Description	Upload Date	Type
2023 EMPG Grant Executive Summary	10/5/2023	Cover Memo
2023 EMPG Grant Resolution	10/5/2023	Cover Memo
2023 EMPG Grant Agreement	10/5/2023	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Emergency Management Performance Grant – Fiscal Year 2023

PROJECT SUMMARY (200 WORDS OR LESS)

The U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) provide grants to States to assist State, local, and tribal governments in preparing for all hazards, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. 5121 et seq.). Title VI of the *Stafford Act* authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Each year the Terrebonne Parish Office of Homeland Security and Emergency Preparedness has the opportunity to obtain funding from the Emergency Management Performance Grant. This grant requires a 50% federal cost share which is paid for by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness. The award this year is \$58,077.62. The Parish's OHSEP can only utilize these funds for planning, organizational expenses, training, equipment purchases, and exercises. As in the past, these funds will be utilized to supplement the operations of the Parish's Office of Homeland Security and Emergency Preparedness.

TOTAL EXPENDITURE

\$58,077.62

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

NO

YES

IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1 2 3 4 5 6 7 8 9

Signature

10/5/23

Date

RESOLUTION NO. _____

OFFERED BY:
SECONDED BY:

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE THE EMERGENCY MANAGEMENT PERFORMANCE GRANT - FY 2023 NO. EMT-2023-EP-00001-S01 FROM THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) FOR OPERATIONAL EXPENSES OF THE TERREBONNE PARISH OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS.

WHEREAS, the Parish has received a grant from the Governor's Office of Homeland Security and Emergency Preparedness in the amount of \$58,077.62, which the period of this grant expires May 31, 2025, and

WHEREAS, the Parish agrees to apply said funds towards salaries or expenses related directly to the operations of the Parish's Office of Emergency Preparedness Department

NOW THEREFORE, BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does authorize Parish President Gordon E. Dove to execute any and all documents relative to this grant.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS: _____
NAYS: _____
NOT VOTING: _____
ABSENT: _____

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of October, 2023.

CHAIRMAN

I, Tammy 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 _____ on the ____ day of October, 2023 and subsequently ratified by the Assembled Council in Regular Session on the ____ day of October, 2023 at which meeting a quorum was present.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Governor's Office of Homeland Security and Emergency Preparedness Grant Agreement

GRANT AWARD INFORMATION	
Subrecipient Name	Terrebonne Parish Consolidated Government
Address	8026 Main Street
City, State	Houma, LA
Zip	70360-3407
Authorized Agent Name, Title	Gordon Dove, Parish President
Primary Agent Name, Title	Mary Lajaunie, Executive Secretary
Alternate Agent Name, Title	Earl Eues, TOHSEP Director

Grant Title	EMT-2023-EP-00001-S01 Emergency Mangement Performance Grant (EMPG)			
Grant Award Number				
CFDA Number	97.042			
Grant Award Amount	\$58,077.62			
Subrecipient Award Date	October 3, 2023			
Subrecipient Period of Performance	Begin Date	October 1, 2022	End Date	May 31, 2025
Grant Cost Share	Federal	100.00%	State/Local	0.00%

GRANT AWARD CERTIFICATIONS

- ☒ As the duly authorized representative to sign on behalf of the sub-recipient participating in this grant and, on behalf of the sub-recipient, I do hereby certify as listed by my signature below that I have reviewed the designated representatives listed above, and that all information is current and correct. The above Primary Agent and Alternate Agent is hereby authorized to execute and file an application on behalf of the sub-recipient for the purpose of obtaining certain federal financial assistance under the Emergency Management Performance Grant (EMPG) program.
- ☒ As the duly authorized representative to sign on behalf of the sub-recipient participating in this grant and, on behalf of the sub-recipient, I do hereby certify as listed by my signature below that I have reviewed, will accept and will comply with the State Administrative Agent (SAA) special conditions, attached hereto.
- ☒ As the duly authorized representative to sign on behalf of the sub-recipient participating in this grant and, on behalf of the sub-recipient, I do hereby certify as listed by my signature below that I have reviewed, will accept and will comply with the federal grant agreement articles and grant guidance, attached hereto.

STATE ADMINISTRATIVE AGENT AUTHORIZATION OF AWARD

October 3, 2023

Date of Sub-Award

SUB-RECIPIENT GRANT CERTIFICATION AND ACCEPTANCE BY AUTHORIZED AGENT

Date of Certification and
Acceptance



Wednesday, October 11, 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)

Category Number:
Item Number: A.



Wednesday, October 11, 2023

Item Title:

Regulations for Rotary Centennial Plaza

Item Summary:

An ordinance to establish regulations and policies relative to the Rotary Centennial Plaza.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Resolution	9/21/2023	Resolution
Cover Memo	9/21/2023	Cover Memo
Proposed Ordinance	9/21/2023	Ordinance



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Regulations for Rotary Centennial Plaza

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution giving notice of intent to adopt an ordinance to establish regulations and policies relative to the Rotary Centennial Plaza and calling for a public hearing on said matter on Wednesday October 11, 2023 at 6:30pm.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Rotary Centennial Plaza is near completion. Although it is essentially a public park, its location and intended uses are unique to the Plaza, so a specific set of regulations equally unique are required to ensure its success in promoting economic development and quality of life as part of the downtown revitalization as well as ensuring the health, safety, and welfare of the general public. General park ordinances apply however certain items such as open container and hours of operation are specific to the Plaza. It is intended to have this space serve as a mechanism to draw residents and visitors alike to Downtown Houma who will then be encouraged and likely to visit nearby shops and restaurants. These ordinances were developed by Parish Administration together with Parish Legal, Houma Police Department, and the Plaza Merchants.

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

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

Chris Pulaski
Christopher Pulaski, PLA
Planning & Zoning Director

September 21, 2023
Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A Resolution giving notice of intent to adopt an ordinance to enact a new Sec. 21-26 “Regulations for Rotary Centennial Plaza” in Article II of Chapter 21 of the Terrebonne Parish Code of Ordinances, Recreation and Parks, to establish regulations for the use of the Rotary Centennial Plaza; and to renumber existing “Sec. 21-26. – Glass Containers” accordingly; and to provide for other matters relative thereto.

WHEREAS, the Terrebonne Parish Consolidated Government has partnered with the Rotary Club to construct the Rotary Centennial Plaza in downtown Houma (hereinafter, sometimes, the “Plaza); and

WHEREAS, the Terrebonne Parish Consolidated Government, for the health, safety, and welfare of the public, wishes to enact a new Section 21-26 of the provide for the regulated use of the Plaza by the public and the merchants operating businesses adjacent to the Plaza;

WHEREAS, this Ordinance accompanies substantial completion of the construction of the Plaza, and provides for the enactment of a new Section 21-26, to provide for the regulated use of the Plaza, and provides for the renumbering of surrounding sections of the Terrebonne Parish Code of Ordinances where applicable; and

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby state its notice of intent to adopt this proposed ordinance and call for a public hearing on said matter on Wednesday October 11, 2023 at 6:30pm.

THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
NOT VOTING:
ABSENT:

* * * * *

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

September 21, 2023

MEMO TO: Hon. Gordon E. Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda for Sept 25th and 27th, 2023
Resolution of Notice of Intent to Adopt Proposed Ordinance
Regulations for Rotary Centennial Plaza

Attached is a resolution providing notice of intent to adopt the proposed ordinances for Rotary Centennial Plaza. These ordinances were prepared by Administration along with Parish Legal, Houma Police Department, and the Plaza Merchants. The resolution calls for a public hearing to be held on Wednesday October 11, 2023 at 6:30pm.

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

Best Regards,

Chris

OFFERED BY: _____

SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AND ENACT A NEW SEC. 21-26 “REGULATIONS FOR ROTARY CENTENNIAL PLAZA” IN ARTICLE II OF CHAPTER 21 OF THE TERREBONNE PARISH CODE OF ORDINANCES, RECREATION AND PARKS, TO ESTABLISH REGULATIONS FOR THE USE OF THE ROTARY CENTENNIAL PLAZA; AND TO RENUMBER EXISTING “SEC. 21-26. – GLASS CONTAINERS” ACCORDINGLY; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

SECTION I

WHEREAS, LSA-Const. Art. 6, §4 states in its pertinent part that “Except as inconsistent with this constitution, each local governmental subdivision which has adopted such a home rule charter or plan of government shall retain the powers, functions, and duties in effect when this constitution is adopted. If its charter permits, each of them also shall have the right to powers and functions granted to other local governmental subdivisions.” and,

WHEREAS, LSA-Const. Art. 6, §17, entitled “Land Use; Zoning; Historic Preservation states in its pertinent part that “Subject to uniform procedures established by law, a local governmental subdivision may (1) adopt regulations for land use, zoning, and historic preservation, which authority is declared to be a public purpose;” and,

WHEREAS, Sec. 1-05 of The Home Rule Charter for a Consolidated Government for Terrebonne Parish states in its pertinent part that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution.” and,

WHEREAS, the Terrebonne Parish Consolidated Government has partnered with the Rotary Club to construct the Rotary Centennial Plaza in downtown Houma (hereinafter, sometimes, the “Plaza); and

WHEREAS, the Terrebonne Parish Consolidated Government, for the health, safety, and welfare of the public, wishes to enact a new Section 21-26 of the provide for the regulated use of the Plaza by the public and the merchants operating businesses adjacent to the Plaza;

WHEREAS, this Ordinance accompanies substantial completion of the construction of the Plaza, and provides for the enactment of a new Section 21-26, to provide for the regulated use of the Plaza, and provides for the renumbering of surrounding sections of the Terrebonne Parish Code of Ordinances where applicable; and

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, in due, regular, and legal sessions convened, that:

SECTION I

Section 21-26. Glass Containers, shall be and is hereby renumbered to Section 21-25 (pulling from the reserved numbers of Article I). The new Section 21-25. Glass Containers, shall be codified under Article II, Parish Generally, of Chapter 21 of the Terrebonne Parish Code of Ordinances.

SECTION II

New Section 21-26. Rotary Centennial Plaza, shall be and is hereby enacted and codified in Article II of Chapter 21 of the Terrebonne Parish Code of Ordinances, to-wit:

Sec. 21-26. Rotary Centennial Plaza

(a) Definitions.

(1) Rotary Centennial Plaza consists of that portion of the parish road known as Belanger Street situated between Grinage Street and Church Street in Houma, Louisiana, including those public sidewalks and curbs contiguous to that portion of Belanger Street.

(2) Parking Area, for the purpose of this Section, means that certain tract of land, improved for parking, situated at 7842 Main Street, Houma LA 70360, identified as Parcel No. 19175 on the tax rolls of Terrebonne Parish, Louisiana, bounded on the south by Belanger Street, the north by Main Street, the east by Church Street, and west by a tract of land improved for commercial operations and identified as Parcel No. 25065 on the tax rolls of Terrebonne Parish, Louisiana. The provisions of this Section pertaining to the Parking Area shall remain in effect during the time the Parish maintains the property rights to the Parking Area.

(3) Plaza Merchants shall mean those persons, natural or juridical, who operate a business:

- a. under a valid commercial occupational license, and
- b. having a valid Certificate of Occupancy, and
- c. on property having a physical establishment contiguous to the Rotary Centennial Plaza or within the Houma Historic District boundaries.

(b) Prohibited Uses; Penalties.

(1) Curfew. It shall be unlawful for any person, regardless of age, to loiter within the boundaries of Rotary Centennial Plaza between the hours of 2am and 6am.

(2) Prohibited Items and Activities. It shall be unlawful for any person to possess the following items or activities within the Rotary Centennial Plaza and the Parking Area:

- a. alcoholic beverages not purchased from a Plaza Merchant authorized and licensed to sell alcohol;
- b. alcoholic beverages between the hours of 11pm and 6am Sunday thru Wednesday and 1am and 6am Thursday thru Saturday;
- c. glass containers;
- d. a cooler or coolers with the total capacity exceeding 14 quarts;
- e. cooking apparatuses;
- f. motorized vehicles;
- g. riding bicycles;
- h. riding skateboards;
- i. firearms;
- j. unpermitted amplified sounds.

(3) Exemptions. There shall be exempted from this subsection (b), any activity approved during an event permitted by a Public Property Use Permit and performed in accordance with the conditions of the permit or those associated with an emergency.

(4) A Public Property Use Permit may prohibit public access from the Parking Area, but it shall not prohibit public access to the Rotary Centennial Plaza.

(5) Any person who shall violate the provisions of this subsection (b), shall be guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for not more than thirty (30) days in the parish jail, or both, at the discretion of the court.

(c) Patio Service. For purposes of this Section, only, those public sidewalks and curbs in the Rotary Centennial Plaza and contiguous to a Plaza Merchant's establishment shall be and are hereby deemed that Plaza Merchant's bona fide patio for purposes of Sec. 4-33(b) of the Terrebonne Parish Code of Ordinances, hereinafter referred to as "Patio".

- (1) The boundaries of the Patios shall not extend beyond the curbs into Belanger Street.
- (2) Plaza Merchants may offer table service in their own Patios.
- (3) Plaza Merchants may control outdoor seating in their own Patios.
- (4) A Plaza Merchant may place movable equipment and inventory on its Patio. A Plaza Merchant shall do so at its own risk of liability and loss.
- (5) Plaza Merchants are prohibited from installing permanent fixtures on their Patios.

(d) Small Scale Entertainment or Exhibits. Plaza Merchants may organize amongst themselves a schedule from Monday through Thursday each week to host the performance small-scale entertainment or exhibits, such as acoustic music, in the Rotary Centennial Plaza. The Plaza shall always remain open to the public during these events. Plaza Merchants may reserve seating for their patrons in their own Patios during these performances.

SECTION III

The Rotary Centennial Plaza and its Parking Area shall be deemed and are hereby declared firearm-free zones in accordance with the provisions of Act 197 of the 1992 Legislature (R.S. 14:95.2 and 14:95.6, *et seq.*). Copies of the maps of the boundaries of the Rotary Centennial Plaza and its Parking Area are attached to this Ordinance and incorporated herein. The administration of the Terrebonne Parish Consolidated Government shall add the maps of the boundaries of the Rotary Centennial Plaza and its Parking Area, as attached, to its firearms-free zones index. As such, Section 19-9 (a) of the Code of Ordinances of Terrebonne Parish shall be and is hereby amended as follows:

Sec. 19-9. – Firearms-free zones.

- (a) In accordance with the provisions of Act 197 of the 1992 Legislature (R.S. 14:95.2 and 14:95.6 *et seq.*), the maps attached to Ordinance No. 5014 and Ordinance [cite to this ordinance] and incorporated therein are established as the boundaries of each firearms-free zone of the parish, and each map is hereby made an official public document and shall be placed with the clerk of court in accordance with law.
- (b) All penalties, definitions and/or provisions contained in R.S. 14:95.2 and 14:95.6 pertaining to firearms-free zones shall hereafter apply in the parish.

SECTION IV

The Rotary Centennial Plaza and its Parking Area shall be deemed and are hereby declared drug-free zones, in accordance with the provisions of Act 171 of the 1989 Legislature (R.S. 17:402, *et seq.*). Copies of the maps of the boundaries of the Rotary Centennial Plaza and its Parking Area are attached to this Ordinance and incorporated herein. The administration of the Terrebonne Parish Consolidated Government shall add the maps of the boundaries of the Rotary Centennial Plaza and its Parking Area, as attached, to its drug-free zones index.

As such, **Section 21-31. – Drug-free zones.** of the Code of Ordinances of Terrebonne Parish shall be and is hereby amended by adding, in alphabetical order, "Rotary Centennial Plaza and its Parking Area" to the itemized list of drug-free zones therein.

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

SECTION VI

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.

JESSICA DOMANGUE, CHAIRWOMAN
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 Returned to Council Clerk:

I, _____, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 20____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Wednesday, October 11, 2023

Item Title:

2023 Various Items for Budget Amendment

Item Summary:

An ordinance to amend the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

- I. Whitney Bank, \$4,333,074
- II. Capital Projects Control Fund, \$750,000
- III. American Rescue Plan-Demolition Program, \$1,000,000
- IV. Houma Police Department, \$500
- V. Bayou Country Sports Park, \$2,000,000
- VI. Bayou Terrebonne Miter Gate, \$165,000
- VII. Housing & Human Service, \$5,000
- VIII. Community Development Block Grant, \$275,000.
- 1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
2022 Various Items for Budget Amendment	9/21/2023	Executive Summary
2023 Various Items for Budget Amendment	9/21/2023	Budget Amendment
2023 Various Items for Budget Amendment	9/21/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2023 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS. <div><div>I.</div><div>Whitney Bank, \$4,333,074</div><div>II.</div><div>Capital Projects Control Fund, \$750,000</div><div>III.</div><div>American Rescue Plan-Demolition Program, \$1,000,000</div><div>IV.</div><div>Houma Police Department, \$500</div><div>V.</div><div>Bayou Country Sports Park, \$2,000,000</div><div>VI.</div><div>Bayou Terrebonne Miter Gate, \$165,000</div><div>VII.</div><div>Housing & Human Service, \$5,000</div><div>VIII.</div><div>Community Development Block Grant, \$275,000</div></div>

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

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

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

/s/ Kayla Dupre
Signature

September 21, 2023
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2023 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Whitney Bank, \$4,333,074
- II. Capital Projects Control Fund, \$750,000
- III. American Rescue Plan-Demolition Program, \$1,000,000
- IV. Houma Police Department, \$500
- V. Bayou Country Sports Park, \$2,000,000
- VI. Bayou Terrebonne Miter Gate, \$165,000
- VII. Housing & Human Service, \$5,000
- VIII. Community Development Block Grant, \$275,000

SECTION I

WHEREAS, Administration is requesting funding of \$4,333,074 to purchase the Hancock Whitney Bank at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Roussell Street and Belanger Street, and

WHEREAS, the requested funding will also be used for remodeling and build out to fit the Parish needs, and

WHEREAS, the building is being purchased to provide office space to several departments and agencies within Terrebonne Parish who have been displaced because of Hurricane Ida, and

WHEREAS, the funding sources are P/W Drainage Construction Fund (\$1,827,574), Road and Bridge Construction Fund (\$500,000) and Capital Projects Control Fund (\$2,005,500).

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the purchase of the Hancock Whitney Bank. (Attachment A)

SECTION II

WHEREAS, Administration is requesting funding of \$750,000 for the investment market value adjustment in the Capital Projects Control Fund, and

WHEREAS, the funding source is Capital Projects Control Fund fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Capital Projects Control Fund market value adjustment. (Attachment B)

SECTION III

WHEREAS, on March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds and

WHEREAS, this program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses, and

WHEREAS, Terrebonne Parish has not obligated all funds, and Administration would like to obligate \$1,000,000 to a demolition program to help with blighted/abandoned property throughout the parish.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the ARPA – Demolition Program. (Attachment C)

SECTION IV

WHEREAS, the Houma Police Department received donations of \$500, and

WHEREAS, the donations of \$500 will be put into the Operating Supplies account to purchase mega horns.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the Houma Police Department. (Attachment D)

SECTION V

WHEREAS, the State of Louisiana, Division of Administration Facility Planning and Control has awarded \$2,000,000 for the Bayou Country Sports Park, and

WHEREAS, this funding needs to be recognized.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Bayou Country Sports Park. (Attachment E)

SECTION VI

WHEREAS, Administration is requesting funding for the Bayou Terrebonne Miter Gate in the amount of \$165,000, and

WHEREAS, this is the match for capital outlay, and

WHEREAS, the funding source is from the Parishwide Drainage Construction Fund.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for Bayou Terrebonne Miter Gate. (Attachment F)

SECTION VII

WHEREAS, Terrebonne Parish Consolidated Government has received a utility assistance donation from Atmos Energy in the amount of \$5,000, and

WHEREAS, the donation will be put into the Housing and Human Services Department to assist Atmos Energy customers in need.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the Housing and Human Services Department. (Attachment G)

SECTION VIII

WHEREAS, the Community Development Block Grant (CDBG) is funding the purchase of land for two Head Start classrooms and a Community Facility in the amount of \$275,000, and

WHEREAS, the funds will be put in the Land Purchases account.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the CDBG Land Purchases. (Attachment H)

SECTION IX

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

SECTION X

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

SECTION XI

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

Prepared By: Finance Department
PC File: 2023-Various Items – O
Date Prepared: 9/19/23 BA #16

ATTACHMENT A - Whitney Bank

	2023		
	Adopted	Change	Amended
transfer to P/W Drainage Construction	217,018	1,400,000	1,617,018
Fund Balance (Decrease)	n/a	(1,400,000)	n/a
Mount Pilgrim Forced Drainage	1,803,526	(277,574)	1,525,952
D-18 Pump Station Replacement	7,186,550	(1,400,000)	5,786,550
D-18 Pump Station Replacement	5,786,550	1,400,000	7,186,550
Bayou LaCache (Bayouside Dr. Culverts)	75,000	(75,000)	-
Bayouside Dr. Drainage	75,000	(75,000)	-
Transfer from Drainage Tax Fund	(217,018)	(1,400,000)	(1,617,018)
Transfer to Capital Projects Fund		1,827,574	1,827,574
Parking Garage Elevators	495,000	(245,000)	250,000
Parking Garage Security	75,000	(75,000)	-
Government Towers Generator	70,629	(45,500)	25,129
Paved Shoulders - Main Project	150,000	(150,000)	-
Village East Community Center	999,130	(650,000)	349,130
Pontoon Bridge Major Repairs	500,000	(500,000)	-
Transfer to Capital Projects Fund		500,000	500,000
Transfer from P/W Drainage Constr.		(1,827,574)	(1,827,574)
Transfer from Road Construction		(500,000)	(500,000)
Public Works Complex	1,046,384	(840,000)	206,384
Whitney Bank		4,333,074	4,333,074

ATTACHMENT B - Capital Projects Fund

	2023		
	Adopted	Change	Amended
Parking Garage Elevators	250,000	(250,000)	-
Parish Sports Park Complex	5,666,047	(500,000)	5,166,047
Fund Balance (Increase)	n/a	750,000	n/a
Parish Sports Park Complex	5,166,047	500,000	5,666,047
Transfer from Parishwide Recreation		(500,000)	(500,000)
Transfer to Capital Projects Fund		500,000	500,000
Fund Balance (Decrease)	n/a	(500,000)	n/a

ATTACHMENT C - American Rescue Plan

	2023		
	Adopted	Change	Amended
ARPA-Demolition Program		1,000,000	1,000,000
Fund Balance (Decrease)	n/a	(1,000,000)	n/a

ATTACHMENT D - Houma Police Dept

	2023		
	Adopted	Change	Amended
Miscellaneous-Other		(500)	(500)
Operating Supplies	37,908	500	38,408

ATTACHMENT E - Bayou Country Sports Park

	2023		
	Adopted	Change	Amended
Parish Sports Park Comple	5,666,047	2,000,000	7,666,047
FP&C BCSP-Soccer Expansion	(3,949,138)	(2,000,000)	(5,949,138)

ATTACHMENT F - Bayou Terrebonne Miter Gate

	2023		
	Adopted	Change	Amended
Ward 7 Drainage Levee	67,290	(67,290)	-
Company Canal Rd Pump Station	106,057	(97,710)	8,347
Transfer to Capital Projects Fund	1,827,574	165,000	1,992,574
Transfer from P/W Drainage Constr	(1,827,574)	(165,000)	(1,992,574)
Bayou Terrebonne Miter Gate	42,518	165,000	207,518

ATTACHMENT G - Housing & Human Services

	2023		
	Adopted	Change	Amended
Miscellaneous-Other	(30,000)	(5,000)	(35,000)
Atmos	-	5,000	5,000

ATTACHMENT H - Community Development Block Grant

	2023		
	Adopted	Change	Amended
CDBG	(930,038)	(275,000)	(1,205,038)
Land Purchases		275,000	275,000

Sections I, II, III

Kayla Dupre

From: Kandace Mauldin
Sent: Tuesday, September 19, 2023 7:36 AM
To: Kayla Dupre
Subject: Budget Amendments
Attachments: Budget Amendment Inserts (Whitney, Market Value, ARPA).xlsx; Budget Amendments (Whitney, Market Value, ARPA).docx

Kayla,

Attached are the three budget amendments to add to the agenda for next week

1. Whitney Bank
2. Capital Projects Fund market value adjustment
3. Demolition Program

Thanks,

Kandace M. Mauldin, CPA

Chief Financial Officer

Terrebonne Parish Consolidated Government

P. O. Box 2768

Houma, LA 70361

Office: 985-873-6459

FAX: 985-873-6457



Saltwater Fishing Capital of the World

SECTION I

WHEREAS, Administration is requesting funding of \$4,333,074 to purchase the Hancock Whitney Bank at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Rousseil Street and Belanger Street, and

WHEREAS, the building is being purchased to provide office space to several departments and agencies within Terrebonne Parish who have been displaced because of Hurricane Ida, and

WHEREAS, the funding sources are P/W Drainage Construction Fund (\$1,827,574), Road and Bridge Construction Fund (\$500,000) and Capital Projects Control Fund (\$2,005,500).

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the purchase of the Hancock Whitney Bank. (Attachment A)

SECTION II

WHEREAS, Administration is requesting funding of \$750,000 for the investment market value adjustment in the Capital Projects Control Fund, and

WHEREAS, the funding Capital Projects Control Fund fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Capital Projects Control Fund market value adjustment. (Attachment A)

SECTION III

WHEREAS, on March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds and

WHEREAS, this program is intended to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses, and

WHEREAS, Terrebonne Parish has not obligated all funds, and Administration would like to obligate \$1,000,000 to a demolition program to help with blighted/abandoned property throughout the parish.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the ARPA – Demolition Program. (Attachment A)

Budget Amendment for Investment Adjustment

659-194-8912-13	Parking Garage Elevators	(250,000.00)
659-501-8913-20	Parish Sports Park Complex	(500,000.00)
659-000-5111-00	Fund Balance	750,000.00
659-501-8913-20	Parish Sports Park Complex	500,000.00
659-000-7102-80	Parishwide Recreation	(500,000.00)
280-999-9106-59	Capital Projects	500,000.00
280-000-5111-00	Fund Balance	(500,000.00)

Budget Amendment for Whitney Bank

252-999-9106-55	Capital Projects Fund	1,400,000.00
252-000-5111-00	Fund Balance	(1,400,000.00)
655-351-8929-94	Mount Pilgrim Forced Drainage	(277,574.00)
655-351-8939-17	D-18 Pump Station Replacement	(1,400,000.00)
655-351-8939-17	D-18 Pump Station Replacement	1,400,000.00
655-351-8939-20	Bayou LaCache (Bayou side Dr. Culverts)	(75,000.00)
655-351-8939-23	Bayou side Dr. Drainage	(75,000.00)
655-000-7102-52	Drainage Maintenance Fund	(1,400,000.00)
655-999-9106-59	Capital Projects Fund	1,827,574.00
659-194-8912-13	Parking Garage Elevators	(245,000.00)
659-194-8912-16	Parking Garage Security	(75,000.00)
659-194-8915-10	Government Towers Generator	(45,500.00)
659-301-8941-15	Paved Shoulders - Main Project	(150,000.00)
659-501-8913-32	Village East Community Center	(650,000.00)
661-310-8916-36	Pontoon Bridge Major Repairs	(500,000.00)
661-999-9106-59	Capital Projects Fund	500,000.00
659-000-7106-55	Drainage Construction Fund	(1,827,574.00)
659-000-7106-61	Road and Bridge Construction Fund	(500,000.00)
659-194-8912-07	Public Works Complex	(840,000.00)
659-194-8912-25	Whitney Bank	4,333,074.00

ARPA Budget Amendment in 2023

201-206-8353-05	ARPA - Demolition Program	1,000,000.00
201-000-5111-00	Fund Balance	(1,000,000.00)

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-25
WHITNEY BUILDING**

TOTAL FUNDING	\$	4,333,074
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	4,333,074

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Oct-23	PENDING	FROM 655-351-8929-94 FD 255		277,574					
Oct-23	PENDING	FROM 655-351-8939-17 FD 255		1,400,000					
Oct-23	PENDING	FROM 655-351-8939-20 FD 255		75,000					
Oct-23	PENDING	FROM 655-351-8939-23 FD 255		75,000					
Oct-23	PENDING	FROM 659-194-8912-13 FD 255		245,000					
		FROM 659-194-8912-16 FD 255		75,000					
		FROM 659-194-8941-15 FD 255		45,500					
		FROM 659-501-8941-15 FD 255		150,000					
		FROM 659-301-8941-15 FD 255		650,000					
		FROM 661-310-8916-36 FD 255		500,000					
		FROM 659-194-8912-07 FD 255		840,000					
FUNDS AVAILABLE			<u>\$ -</u>	<u>\$ 4,333,074</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ENGINEER/ARCHITECT:

DESCRIPTION: UPGRADE HVAC SYSTEM AT DUMAS
AUDITORIUM.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-07
PUBLIC WORKS COMPLEX
PROJECT # 12-RDS-04**

TOTAL FUNDING	\$	602,468
EXPENDITURES THRU 12/31/22		(396,084)
PROJECT BALANCE	\$	206,384

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-08	ORD 7401	FD 151 GENERAL FUND	250,000						
Jan-08	ORD 7401	FD 255 CAPITAL SALES TAX FUND	100,000						
May-15	ORD 8557	TO 659-442-8911-10 GEN FUND	(98,879)						
Nov-15	ORD 8654	FUND BALANCE	85,000						
Aug-16	LIA 025	FROM 659-194-8932-15 GEN FUND	30,000						
Aug-16	LIA 025	FROM 659-194-8912-11 GEN FUND	26,347						
Jan-20	ORD 9117	FD 255 CAPITAL SALES TAX FUND	50,000						
Jan-22	ORD 9336	FD 255 1/4% SALES FUND	1,000,000						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(840,000)					
LESS PRIOR YEARS EXPENDITURES			(396,084)						
FUNDS AVAILABLE			\$ 1,046,384	\$ (840,000)	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: STANTEC CONSULTING SERVICES, INC.
DELTA COAST CONSULTANTS**

DESCRIPTION: TO RELOCATE AND EXPAND THE PUBLIC WORKS SERVICES TO AN AREA OF THE PARISH WHICH PROVIDES CENTRALIZED ACCESS FROM FLOODING DURING ACTIVE STORM SEASONS AND PROTECTION OFFERES. K512

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-501-8913-32
VILLAGE EAST COMMUNITY CENTER
PARISH PROJECT # 23-BLDG-07**

TOTAL FUNDING	\$	350,000
EXPENDITURES THRU 12/31/22		(870)
PROJECT BALANCE	\$	349,130

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	650,000						
Jul-21	ORD 9295	ARP- FUND 201	350,000						
Oct-23	PENDING	TO 659-194-8912-25 PIB		(650,000)					
LESS PRIOR YEARS EXPENDITURES			(870)						
FUNDS AVAILABLE			\$ 999,130	\$ (650,000)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER: THE MERLIN GROUP, LTD

DESCRIPTION: To construct a Community Center in Village East.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-301-8941-15
PAVED SHOULDERS MAIN PROJECT ROAD**

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Jan-21	ORD 9221	FROM FD 255 1/4% CAPITAL SALES TAX	150,000						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(150,000)					

LESS PRIOR YEARS EXPENDITURES

FUNDS AVAILABLE	\$	150,000	\$	(150,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: Study the Barrier Island Sand Retention.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-301-8941-15
PAVED SHOULDERS MAIN PROJECT ROAD**

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-21	ORD 9221	FROM FD 255 1/4% CAPITAL SALES TAX	150,000						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(150,000)					

LESS PRIOR YEARS EXPENDITURES

FUNDS AVAILABLE	\$	150,000	\$	(150,000)	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: Study the Barrier Island Sand Retention.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-194-8915-10
GOHSEP STATEWIDE GENERATOR
GOVT. TOWER STWIDE GENERATOR PROGRAM
HMGP-1786-022-002
FEMA-1786-DR-LA PROJECT # 0128
R: 659-000-6318-19

TOTAL FUNDING	\$	1,021,071
EXPENDITURES THRU 12/31/22		(995,942)
PROJECT BALANCE	\$	<u>25,129</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jun-17	ORD 8851	HMGP1786-FEMA	712,500						
Jun-17	ORD 8851	FROM 655-351-8929-26 FD 151	237,500						
Jan-18	ORD 8915	EXCHANGE FUNDS 151	(157,500)						
Jan-18	ORD 8915	EXCHANGE FUNDS 255	157,500						
Jan-18	ORD 8915	EXCHANGE FUNDS 151	(80,000)						
Jan-18	ORD 8915	EXCHANGE FUNDS 659	80,000						
Dec-18	ORD 9020	FROM 662-194-8912-01 FD 662	69,801						
Dec-18	ORD 9020	FROM 662-194-8912-25 FD 151	300,199						
Mar-19	ORD 9040	TO 662-194-8912-25- FD 151	(300,199)						
Mar-20	ORD 9139	HMGP1786-FEMA	46,770						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(45,500)					
LESS PRIOR YEARS EXPENDITURES			(995,942)						
FUNDS AVAILABLE			\$ 70,629	\$ (45,500)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: MARRERO, COUVILLON AND ASSOCIATES
CONTRACTOR: THOMASSIE CONSTRUCTION

DESCRIPTION: GENERATOR PROJECT FOR GOVERNMENT
TOWER AND PORT COMMISSION TO OBTAIN
GENERATORS VIA PROJECT WITH GOHSEP

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-194-8912-16
PARKING SECURITY GATES
GOVT TOWER PARKING
SECURITY GATES/ACCESS CONTROL

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-22	ORD 9336	1/4% Capital Sales Tax Fund	75,000						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(75,000)					

FUNDS AVAILABLE	\$	75,000	\$	(75,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: To update or upgrade security gates at the Govt Tower

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-13
PARKING GARAGE ELEVATORS**

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-22	ORD 9336	FUND 255 1/4% SALES TAX FUND	495,000						
Oct-23	Pending	FUND 255 Close to Fund Balance		(250,000)					
Oct-23	Pending	TO 659-194-8912-25 FD 255		(245,000)					

FUNDS AVAILABLE	\$	495,000	\$	(495,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: To update the elevators in the Parking Garage.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 661 - ROAD CONSTRUCTION FUND**

**661-310-8916-36
PONTOON BRIDGE MAJOR REPAIRS
R: 661-000-6318-02**

TOTAL FUNDING	\$	249,790
EXPENDITURES THRU 12/31/22		(249,790)
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Aug-06	ORD 7186	FD 251 ROAD & BRIDGE O&M	245,000						
Nov-06	ORD 7245	DOTD	94,571						
Apr-18	ORD 9043	TO 251-310-8431-99	(89,781)						
Jan-23	ORD 9446	FROM 255 1/4% SALES TAX FUND		500,000					
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(500,000)					
LESS PRIOR YEARS EXPENDITURES			(249,790)						
FUNDS AVAILABLE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DESCRIPTION: MAJOR REPAIRS TO THE DULAC PONTOON
BRIDGE TO BE REPAIRED BY THE STATE. REPLACE
TIMBER APPROACH @ PONTOON BRIDGE

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-23
BAYOUSIDE DRIVE DRAINAGE

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028					
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	75,000											
Oct-23	PENDING	TO 659-194-8912-25 PIBS		(75,000)										
LESS PRIOR YEARS EXPENDITURES														
FUNDS AVAILABLE			\$	75,000	\$	(75,000)	\$	-	\$	-	\$	-	\$	-

DESCRIPTION: To excavate & install cross culverts along Bayouside Drive

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-20
BAYOU LACACHE (BAYOUSIDE DRIVE CULVERTS)

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	75,000						
Oct-23	PENDING	TO 659-194-8912-25 PIBS		(75,000)					
LESS PRIOR YEARS EXPENDITURES									
FUNDS AVAILABLE			\$ 75,000	\$ (75,000)	\$ -	\$ -	\$ -	\$ -	\$ -

DESCRIPTION: To improve Bayou LaCache Basin

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-17
D-18 Pump Station Replacement
DULARGE WEST PUMP STATION REPLACEMENT
PARISH PROJECT # 20-DRA-03
FP& C PROJECT # 50-J55-22-01
R: 655-000-6318-17
R: 655-000-6342-17
E: 282-687-8359-03

TOTAL FUNDING	\$	7,262,765
EXPENDITURES THRU 12/31/22		(76,215)
PROJECT BALANCE	\$	<u>7,186,550</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Nov-19	ORD 9110	FROM TLCD	500,000						
Feb-21	ORD 9244	CLOSE OUT	(423,785)						
Dec-22	ORD 9440	FACILITY PLANNING & CONTROL	5,750,000						
Dec-22	ORD 9440	FROM 255 1/4% SALES TAX FUND	36,550						
Jan-23	ORD 9446	FROM 255 1/4% SALES TAX FUND		1,400,000					
Oct-23	PENDING	FROM 252 DRAINAGE MAINTENANCE FUND		1,400,000					
Oct-23	PENDING	TO 659-194-8912-25 FD 255 1/4% SALES TAX FUND		(1,400,000)					
LESS PRIOR YEARS EXPENDITURES			(76,215)						
FUNDS AVAILABLE			\$ 5,786,550	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER: DELTA COAST CONSULTANTS

DESCRIPTION: Replace D-18 Pump Station and Grant of Right to Reach B Access Road, this will be done in conjunction with the TLCD.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8929-94
MOUNT PILGRIM FORCED DRAINAGE (6-3) HUMPHRIES
PROJECT # 01-DRA-44
R# 655-000-6343-13

TOTAL FUNDING	\$	1,817,686
EXPENDITURES THRU 12/31/22		(291,734)
PROJECT BALANCE	\$	1,525,952

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jul-98	LIA 025	FD 655 UNALLOCATED INTEREST	20,000						
Jan-02	LIA 005	ORD 6430 FUND 699 2000 PUB IMPRV	50,000						
Jan-03	ORD 6699	FUND 252 DRAINAGE TAX FUND	150,000						
Jan-05	ORD 6942	FROM 655-351-8929-79 FD 655 INTEREST	125,014						
Jan-05	ORD 6942	FROM 655-351-8929-79 FD 252	67,678						
Jan-05	ORD 6942	FROM 655-351-8929-79 FD 255	17,308						
Jan-06	ORD 7061	DEPT OF TRANSPORTATION & DEV	1,405,260						
Jan-06	ORD 7061	FD 655 DRAINAGE CONSTRUCTION FD	116,196						
Jan-06	ORD 7061	FD 255 CAPITAL SALES TAX FUND	143,804						
Aug-06	ORD 7185	FD 255 CAPITAL SALES TAX FUND	100,000						
Jan-07	ORD 7234	FD 151 GENERAL FUND	200,000						
Jan-09	ORD 7566	FD 151 GENERAL FUND	200,000						
Jul-17	ORD 8860	TO 655-351-8939-07 FD 151	(500,000)						
Oct-23	PENDING	TO 659-194-8912-25 (FD 255)		(277,574)					
LESS PRIOR YEARS EXPENDITURES			(291,734)						
FUNDS AVAILABLE			\$ 1,803,526	\$ (277,574)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: T. BAKER SMITH, LLC
DELTA COAST CONSULTANTS

DESCRIPTION: PREPARE PLANS TO CONSTRUCT A NEW DRAINAGE
PUMP STATION CLEANING OUT CANALS AND DITCHES
AND INSTALLING CROSS DRAIN SLIDE GATES.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-501-8913-20
 PARISH SPORTS PARK COMPLEX
 R# 659-000-6342-11
 R# 659-000-6343-35

TOTAL FUNDING	\$	11,751,808
EXPENDITURES THRU 12/31/22		(4,902,347)
PROJECT BALANCE	\$	<u>6,849,461</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jul-12	ORD 8141	FUND 280 P/W RECREATION FUND	47,500						
Dec-12	ORD 8252	FUND 280 P/W RECREATION FUND	1,000,000						
Dec-12	ORD 8252	FUND 151 GENERAL FUND	1,191,000						
Sep-15	ORD 8639	FUND 151 GENERAL FUND - BP	600,000						
Oct-15	ORD 8650	LAND & WATER CONSERVATION	250,000						
Jan-16	ORD 8669	FUND 280 P/W RECREATION FUND	139,405						
Aug-17	ORD 8872	FROM REC DISTRICT 2/3	200,000						
May-18	ORD 8957	FUND 285 B COUNTRY SPORTS PARK	440,000						
Oct-18	ORD 9008	FUND 285 B COUNTRY SPORTS PARK	317,878						
Nov-18	ORD 9014	FROM 655-351-8929-14 STWIDE FLOOD	89,400						
Jan-19	ORD 9028	FUND 280 P/W RECREATION FUND	220,000						
Mar-19	ORD 9040	FUND 280 P/W RECREATION FUND	25,000						
May-19	ORD 9052	From 655-351-8929-50 (FD 151)	100,000						
Dec-19	ORD 9114	TO 661-310-8916-59 FD 151	(100,000)						
Jan-20	ORD 9117	EXCHANGING FUND SOURCES FD 285	100,000						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(100,000)						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	250,000						

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
R# 659-000-6342-11
R# 659-000-6343-35**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-21	ORD 9229	FROM FUND 285 B COUNTRY SPORTS PARK	95,000						
Jan-21	ORD 9229	FROM 661-310-8916-59 FD 280	18,131						
Jan-21	ORD 9229	FACILITY PLANNING & CONTROL	1,009,900						
Jul-21	ORD 9295	ARP- FUND 201	250,000						
Apr-21	ORD 9359	ACT 120 OF 2021	500,000						
Jun-22	ORD 9379	FROM 659-000-8912-00	11,662						
Aug-22	LIA #77	FROM 659-501-8913-36 FD 285	688,447						
Aug-22	LIA #77	FROM 659-501-8913-37 FD 255	404,959						
Aug-22	ORD 9413	FROM FD 255 1/4% SALES TAX FUND	56,441						
Sep-22	ORD 9420	FROM FD 280 P/W RECREATION FUND	675,000						
Sep-22	ORD 9420	FROM FD 255 1/4% SALES TAX FUND	675,000						
Dec-22	ORD 9445	FACILITY PLANNING & CONTROL	2,984,000						
Jun-23	LIA #37	TO 659-501-8913-36 FP&C		(1,177,747)					
Jun-23	LIA #37	TO 659-501-8913-36 FD 255		(392,582)					
Sep-23		TO 659-501-8913-36 FP&C		(826,853)					
Sep-23		FROM 659-501-8913-36 FD 255		10,267					
Oct-23	PENDING BA	FACILITY PLANNING & CONTROL		2,000,000					
Oct-23	PENDING BA	FD 255 CLOSE TO FUND BALANCE		(500,000)					
Oct-23	PENDING BA	FD 280 P/W RECREATION FUND		500,000					
LESS PRIOR YEARS EXPENDITURES			(4,902,347)						
FUNDS AVAILABLE			\$ 7,236,376	\$ (386,915)	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: JOSEPH FURR DESIGN
ALL SOUTH, ENGINEERING
CONTRACTOR: BAYOU IRRIGATION, INC.
LEWIS STONE, LLC.**

DESCRIPTION: EVALUATE THE MERITS AND FEASIBILITY OF ACQUIRED LAND IN PARTNERSHIP WITH RECREATION DISTRICT 2, 3 FOR THE PURPOSE OF DEVELOPING A MAJOR SPORTS PARK COMPLEX.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-13
PARKING GARAGE ELEVATORS**

TOTAL FUNDING	\$	245,000
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	245,000

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Jan-22	ORD 9336	FUND 255 1/4% SALES TAX FUND	495,000						
Oct-23	Pending	FUND 255 Close to Fund Balance		(250,000)					

FUNDS AVAILABLE	\$	495,000	\$	(250,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: To update the elevators in the Parking Garage.

Section IV

Vendor Vendor Name
14155 HOUMA POLICE DEPT

Date Check No.
8/10/2023 99901392

Location	Invoice Number	Invoice Date	Invoice Amount	Terms/Discount	Amount Paid
Rouses Market #998	81023	8/10/2023	\$500.00	\$0.00	\$500.00
Total -					\$500.00

704-000-6494-00

704-211-8225-01

www.houma.gov

denation

BA to operating supplies
Gen Mega front

JOHN BEL EDWARDS
GOVERNOR

JAY DARDENNE
COMMISSIONER OF ADMINISTRATION



September 7, 2023

Mr. Gordon E. Dove
Parish President
Terrebonne Parish
P.O. Box 2768
Houma, LA 70361
Email: jbray@tpcg.org

Re: Terrebonne Sports Complex,
Planning and Construction
(Terrebonne)
FP&C Project No. 50-NTG-13-01

Dear Mr. Dove:

Please find attached, a copy of State Funding Summary #4. The current level of funding as shown in the Funding Summary has been revised to reflect a change in the funding for the project.

The Funding Summary represents the current level of funding provided by the State and states the FPC Administrative fee and the local match amount required by La. R.S. 39:112 (E). The Detailed Allocation of Project Funding previously identified as Exhibit A will no longer be utilized.

If you have any questions, please contact me at 504-568-8849 or Rene.Becnel@LA.GOV.

Thank you for your cooperation.

Sincerely,

Rene Becnel

Rene Becnel
Project Manager

R.B.:ck

Enclosures

c: Meagan Sibley, CapitalOutlay@la.gov, via email w/attachments
Rene Becnel, via email w/attachments

Section II
654-501-8913-20 \$2,000,000.00
654-000-6342-11 \$2,000,000.00

Facility Planning and Control
State of Louisiana
Division of Administration

RECEIVED
SEP 12 2023
TPCG FINANCE DEPT.

FUNDING SUMMARY
THE STATE OF LOUISIANA and
Terrebonne Parish
Terrebonne Sports Complex, Planning and Construction
(Terrebonne)
FP&C Project No. 50-NTG-13-01

REVISION NO. 4 Date: September 6, 2023

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
465	2023	GO Bond LOC	\$1,939,000			\$1,939,000
465	2023	General Fund Non-Recurring Revenue	\$2,000,000			\$2,000,000
117	2022	Capital Outlay Savings Fund	\$2,000,000			\$2,000,000
485	2021	22A Bond Sale	\$45,000			\$45,000
2	2020	State General Fund	\$9,900			\$9,900
4	2017	17B Bond Sale	\$667,800			\$667,800
16	2016	17A Bond Sale	\$1,308,300			\$1,308,300
TOTAL			\$7,970,000		\$2,656,667	\$10,626,667
		FPC ADMIN.	\$75,000			

Federal Tax Identification for Entity: 72-6001390

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in the CEA.
4. The estimated cost of construction is \$9,500,000.00 per the 2023-24 Capital Outlay Request.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
R# 659-000-6342-11
R# 659-000-6343-35

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-21	ORD 9229	FROM FUND 285 B COUNTRY SPORTS PARK	95,000						
Jan-21	ORD 9229	FROM 661-310-8916-59 FD 280	18,131						
Jan-21	ORD 9229	FACILITY PLANNING & CONTROL	1,009,900						
Jul-21	ORD 9295	ARP- FUND 201	250,000						
Apr-21	ORD 9359	ACT 120 OF 2021	500,000						
Jun-22	ORD 9379	FROM 659-000-6912-00	11,662						
Aug-22	LIA #77	FROM 659-501-8913-36 FD 285	688,447						
Aug-22	LIA #77	FROM 659-501-8913-37 FD 255	404,959						
Aug-22	ORD 9413	FROM FD 255 1/4% SALES TAX FUND	56,441						
Sep-22	ORD 9420	FROM FD 280 P/W RECREATION FUND	675,000						
Sep-22	ORD 9420	FROM FD 255 1/4% SALES TAX FUND	675,000						
Dec-22	ORD 9445	FACILITY PLANNING & CONTROL	2,984,000						
Jun-23	LIA #37	TO 659-501-8913-36 FP&C		(1,177,747)					
Jun-23	LIA #37	TO 659-501-8913-36 FD 255		(392,582)					
Sep-23		TO 659-501-8913-36 FP&C		(826,853)					
Sep-23		FROM 659-501-8913-36 FD 255		10,267					
Oct-23	PENDING BA	FACILITY PLANNING & CONTROL		2,000,000					
LESS PRIOR YEARS EXPENDITURES			(4,902,347)						
FUNDS AVAILABLE			\$ 7,236,376	\$ (386,915)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: JOSEPH FURR DESIGN
ALL SOUTH, ENGINEERING
CONTRACTOR: BAYOU IRRIGATION, INC.
LEWIS STONE, LLC.

DESCRIPTION:

EVALUATE THE MERITS AND FEASIBILITY OF
ACQUIRED LAND IN PARTNERSHIP WITH
RECREATION DISTRICT 2, 3 FOR THE PURPOSE
OF DEVELOPING A MAJOR SPORTS PARK
COMPLEX.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-501-8913-20
PARISH SPORTS PARK COMPLEX
R# 659-000-6342-11
R# 659-000-6343-35**

TOTAL FUNDING	\$	11,751,808
EXPENDITURES THRU 12/31/22		(4,902,347)
PROJECT BALANCE	\$	6,849,461

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jul-12	ORD 8141	FUND 280 P/W RECREATION FUND	47,500						
Dec-12	ORD 8252	FUND 280 P/W RECREATION FUND	1,000,000						
Dec-12	ORD 8252	FUND 151 GENERAL FUND	1,191,000						
Sep-15	ORD 8639	FUND 151 GENERAL FUND - BP	600,000						
Oct-15	ORD 8650	LAND & WATER CONSERVATION	250,000						
Jan-16	ORD 8669	FUND 280 P/W RECREATION FUND	139,405						
Aug-17	ORD 8872	FROM REC DISTRICT 2/3	200,000						
May-18	ORD 8957	FUND 285 B COUNTRY SPORTS PARK	440,000						
Oct-18	ORD 9008	FUND 285 B COUNTRY SPORTS PARK	317,878						
Nov-18	ORD 9014	FROM 655-351-8929-14 STWIDE FLOOD	89,400						
Jan-19	ORD 9028	FUND 280 P/W RECREATION FUND	220,000						
Mar-19	ORD 9040	FUND 280 P/W RECREATION FUND	25,000						
May-19	ORD 9052	From 655-351-8929-50 (FD 151)	100,000						
Dec-19	ORD 9114	TO 661-310-8916-59 FD 151	(100,000)						
Jan-20	ORD 9117	EXCHANGING FUND SOURCES FD 285	100,000						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(100,000)						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	250,000						

Section VI

Felicia Aubert

From: Kandace Mauldin
Sent: Friday, September 15, 2023 8:28 AM
To: Kayla Dupre; Felicia Aubert
Subject: Budget Amendment

We need to do a budget amendment for \$165,000 for our match to capital outlay for the Bayou Terrebonne Miter Gate. The funding sources are from:

- 655-351-8929-81 - \$67,290
- 655-351-8939-09 - \$75,390 (Drainage)
- 655-351-8939-09 - \$22,320 (GOMESA)

Thanks

Kandace M. Mauldin, CPA

Chief Financial Officer

Terrebonne Parish Consolidated Government

P. O. Box 2768

Houma, LA 70361

Office: 985-873-6459

FAX: 985-873-6457

659-351-8929-10



Saltwater Fishing Capital of the World

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-351-8929-10
BAYOU TERREBONNE MITER GATE**

TOTAL FUNDING	\$	230,000
EXPENDITURES THRU 12/31/22		(22,482)
PROJECT BALANCE	\$	<u>207,518</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Feb-21	ORD 9236	FROM 667 FUND BALANCE	65,000						
Oct-23	PENDING BA	FROM 655-351-8929-81 FD 252		67,290					
Oct-23	PENDING BA	FROM 655-351-8939-09 FD 252		75,390					
Oct-23	PENDING BA	FROM 655-351-8939-09 GOMESA		22,320					
LESS PRIOR YEARS EXPENDITURES			(22,482)						
FUNDS AVAILABLE			<u>\$ 42,518</u>	<u>\$ 165,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ENGINEER/ARCHITECT: GIS ENGINEERING, LLC

DESCRIPTION: To study/engineer a Miter Gate near Company Canal.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8929-81
WARD SEVEN (7) DRAINAGE LEVEE PHASE I, PHASE II
PROJECT # 08-LEV-41, 09-LEV-18, & 09-LEV-01
R# 655-00-6343-14

TOTAL FUNDING	\$	17,300,183
EXPENDITURES THRU 12/31/22		(17,300,183)
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-03	ORD 6699	FUND 255 1/4% CAPITAL SALES TAX	300,000						
Jan-05	ORD 6942	FUND 255 1/4% CAPITAL SALES TAX	200,000						
Oct-05	ORD 7052	FUND 252 DRNG TAX FD (EMERG FD 200)	600,000						
Jan-06	ORD 7061	FUND 252 DRNG TAX FUND	190,000						
Jan-06	ORD 7077	FROM 655-351-8929-88 FD 151	15,939						
Jan-06	ORD 7077	FROM 655-351-8929-13 FD 255	24,639						
Jan-06	ORD 7077	FROM 655-351-8929-32 GENERAL FD PILOT	51,148						
Jan-06	ORD 7077	FROM 655-351-8929-73 FD 252	305,802						
Jan-06	ORD 7077	FROM 655-351-8929-43 FD 255	39,301						
Jan-06	ORD 7077	FROM 655-351-8929-96 FD 255	32,109						
Jan-06	ORD 7077	FROM 655-351-8929-52 GENERAL FD PILOT	11,583						
Jan-06	ORD 7077	FROM 655-351-8929-80 SEPT 96 BOND ISS	120,236						
Jan-06	ORD 7077	FROM 655-351-8929-31 FD 655	13,445						
Jan-06	ORD 7077	FROM 655-351-8929-09 FD 252	31,394						
Jan-06	ORD 7077	FROM 655-351-8929-03 FD 252	10,891						
Jan-06	ORD 7077	FROM 655-351-8929-71 MARCH 93 BOND ISS	3,085						
Jan-06	ORD 7077	FROM 655-351-8929-00 FD 255	20,000						
Jan-06	ORD 7077	FROM 659-310-8912-14 GENERAL FD PILOT	58,253						
Jan-06	ORD 7077	FROM 659-652-8913-03 GENERAL FUND	3,686						
Jan-06	ORD 7077	FROM 659-301-8411-30 GENERAL FUND	10,098						
Jan-06	ORD 7077	FROM 659-310-8916-75 FD 659 INTEREST	7,946						
Jan-06	ORD 7077	FROM 659-301-8929-03 GENERAL FUND	103,065						
Jan-06	ORD 7077	FROM 659-201-8912-24 GENERAL FUND	350,664						
Jan-06	ORD 7077	FROM 659-301-8411-29 GENERAL FUND	779						
Jan-06	ORD 7077	GENERAL FUND	1,000,000						
Jan-06	ORD 7077	FD 656 GENERAL FUND	2,500,000						

CONTINUED ON NEXT PAGE

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

**655-351-8929-81
WARD SEVEN (7) DRAINAGE LEVEE PHASE I, PHASE II (CONTINUED)
PROJECT # 08-LEV-41, 09-LEV-18, & 09-LEV-01**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Dec-06	ORD 7249	FRM 655-351-8929-45 1/4% CAP SALES TAX	527,926						
Dec-06	ORD 7249	FRM 655-351-8929-46 1/4% CAP SALES TAX	2,000						
Dec-06	ORD 7249	FROM 655-351-8929-46 DRNG TAX FD	248,000						
Dec-06	ORD 7249	FUND 255 1/4% CAPITAL SALES TAX	654,211						
Feb-07	ORD 7271	FROM 655-351-8929-27 DRNG TAX FD	250,000						
Oct-07	ORD 7368	TO 698-310-8916-01 GENERAL FUND	(2,000,000)						
Jan-08	ORD 7401	FUND 151 GENERAL FUND	1,039,604						
Jan-08	ORD 7401	FUND 255 1/4% CAPITAL SALES TAX	960,396						
Oct-08	ORD 7547	FD 200 DEDICATED EMERGENCY FUND	1,000,000						
Jan-09	ORD 7566	FUND 151 GENERAL FUND	2,000,000						
May-09	ORD 7637	FUND 252 DRAINAGE TAX FUND	1,989,356						
Jun-09	ORD 7654	DEPT OF TRANSPORTATION & DEV	1,305,203						
Aug-09	ORD 7696	DEPT OF TRANSPORTATION & DEV	1,100,000						
Jan-10	ORD 7744	FUND 151 GENERAL FUND	850,000						
Sep-10	ORD 7895	APACHE LOUISIANA MINERALS, INC	500,000						
Sep-10	ORD 7895	DEPT OF TRANSPORTATION & DEV	557,712						
Jan-12	ORD 8091	DEPT OF TRANSPORTATION & DEV	1,100,000						
Mar-12	ORD 8097	DEPT OF TRANSPORTATION & DEV	70,020						
Sep-12	ORD 8161	DEPT OF TRANSPORTATION & DEV	876,314						
Jan-13	ORD 8247	TO 655-351-8929-05 GENERAL FUND	(692,208)						
Jan-13	ORD 8247	TO 655-351-8929-66 GENERAL FUND	(157,792)						
Jan-13	ORD 8247	TO 655-351-8929-66 DRNG TAX FUND	(37,395)						
Jan-13	ORD 8247	TO 655-351-8929-63 FD 252 DRNG TAX	(300,000)						
Feb-14	ORD 8401	TO 655-351-8929-93 FD 151	(277,059)						
Nov-20	ORD 9211	TO 641-351-8929-07 FD 252	(202,878)						
Oct-23	PENDING BA	TO 659-351-8929-10 FD 252		(67,290)					
LESS PRIOR YEARS EXPENDITURES			(17,300,183)						
FUNDS AVAILABLE			\$ 67,290	\$ (67,290)	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: T BAKER SMITH AND SHAW COASTAL
CONTRACTOR: CIVIL CONSTRUCTION CONTRACTORS, INC.
PHYLWAY CONSTRUCTION, INC. (PH 2A)**

DESCRIPTION: PHASE I TO PROVIDE A LEVEE FROM LASHBROOK TO BOUDREAUX CANAL. PHASE II TO PROVIDE A LEVEE FROM BAYOU NEUF TO LASHBROOK PUMP STATION.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-09
COMPANY CANAL ROAD PUMP STATION
BOURG CULVERTS/GATES
PARISH PROJECT 20-DRA-32

TOTAL FUNDING	\$	12,957
EXPENDITURES THRU 12/31/22		(4,610)
PROJECT BALANCE	\$	8,347

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-18	ORD 8915	FUND 252 DRAINAGE TAX FUND	80,000						
Jun-19	ORD 9055	FROM 655-351-8939-11 GOMESA	30,667						
Oct-23	PENDING BA	TO 659-310-8929-10 FD 252		(75,390)					
Oct-23	PENDING BA	TO 659-310-8929-10 GOMESA		(22,320)					
LESS PRIOR YEARS EXPENDITURES			(4,610)						
FUNDS AVAILABLE			\$ 106,057	\$ (97,710)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: DAVID WAITZ, ENGINEERING

DESCRIPTION: INSTALLING A CULVERT/GATES. ALSO, WILL BE
ADDING A P/S AT THE COMPANY CANAL ROAD.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-351-8929-10
BAYOU TERREBONNE MITER GATE**

TOTAL FUNDING	\$	230,000
EXPENDITURES THRU 12/31/22		(22,482)
PROJECT BALANCE	\$	<u>207,518</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Feb-21	ORD 9236	FROM 667 FUND BALANCE	65,000						
Oct-23	PENDING BA	FROM 655-351-8929-81 FD 252		67,290					
Oct-23	PENDING BA	FROM 655-351-8939-09 FD 252		75,390					
Oct-23	PENDING BA	FROM 655-351-8939-09 GOMESA		22,320					
LESS PRIOR YEARS EXPENDITURES			(22,482)						
FUNDS AVAILABLE			\$ 42,518	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: GIS ENGINEERING, LLC

DESCRIPTION: To study/engineer a Miter Gate near Company Canal.

Section VII

101-653-8311-22

Chantelle Bunch

From: Melanie VanBuren
Sent: Wednesday, September 6, 2023 9:23 AM
To: Chantelle Bunch
Cc: Lakeisha Ray
Subject: FW: Fueling Safe and Thriving Communities (FSTC) Donation

Follow Up Flag: Follow up
Flag Status: Flagged

FYI

From: Nelson, Phoenix <Phoenix.Nelson@atmosenergy.com>
Sent: Wednesday, September 6, 2023 9:12 AM
To: Melanie VanBuren <mvanburen@tpcg.org>
Subject: RE: Fueling Safe and Thriving Communities (FSTC) Donation

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,

Per our discussion over the phone, I need your agency's mailing address and your agency's W9 as soon as possible in order to get this restricted donation out to your agency.

Mailing Address:

Contact Name: Melanie Van Buren
Contact Email: mvanburen@tpcg.org
Contact Phone Number: 985-219-2927

Thank you!

Phoenix Nelson | Energy Assistance Specialist | Atmos Energy Corporation |
Phoenix.Nelson@atmosenergy.com | www.atmosenergy.com

From: Nelson, Phoenix
Sent: Tuesday, September 5, 2023 3:33 PM
To: 'mvanburen@tpcg.org' <mvanburen@tpcg.org>
Subject: RE: Fueling Safe and Thriving Communities (FSTC) Donation

Hey Melanie,

I wanted to follow up on this and see if you all are still interested in this donation. We need to send donations out by the end of the week. Please let me know if you need any additional information from me. Thank you!

Phoenix Nelson | Energy Assistance Specialist | Atmos Energy Corporation |
Phoenix.Nelson@atmosenergy.com | www.atmosenergy.com

From: Nelson, Phoenix
Sent: Thursday, August 31, 2023 3:02 PM
To: mvanburen@tpcg.org
Subject: Fueling Safe and Thriving Communities (FSTC) Donation

Good afternoon,

As we spoke about earlier, Atmos Energy would like to make a \$5,000 restricted donation to Terrebonne Parish Consolidated Government to be used to assist Atmos Energy customers. In the past, a similar donation was allowed to be used for bill assistance, deposits, and reconnection fees in addition to weatherization, natural gas appliance replacement/repair, and customer-owned Natural Gas Line Repair/Replacement. These guidelines are subject to change.

We also required monthly reporting that included customer's name, account number, address, dollars spent on customer, what dollars were used for, and demographic information. This is also subject to change.

We would like to get this donation sent out next week. With a quick turnaround, we would prefer to do an ACH donation, but we can also send out a check in the mail for this donation. If you prefer check, you will need to send us a W9. Additionally, we would need your agency's mailing address and a contact name, email address, and phone number.

If you have any questions, please let me know. Thank you!

Phoenix Nelson | Energy Assistance Specialist | Atmos Energy Corporation |
Phoenix.Nelson@atmosenergy.com | www.atmosenergy.com

Section VIII

Terrebonne Parish Consolidated Government
2023 Budget Amendment
Housing/Urban Dev Grant
CDBG

This amendment is to incorporate \$275,000 from Department of Housing & Urban Development to purchase land for two Head Start classrooms and a Community Facility.

		Current	Change	Revised
225-618-8911-01	Land Purchases	0	275,000	275,000
225-000-6316-08	CDBG	(930,038)	(275,000)	(1,205,038)

Heather Odom

Subject:

FW: 225-618 Charges

From: Antoine Foret <aforet@tpcg.org>
Sent: Wednesday, August 30, 2023 8:42 AM
To: Heather Odom <hodom@tpcg.org>
Subject: RE: 225-618 Charges

This is going to be CDBG projects. After my environmental is completed today, I will submit an authorization to use grant funds to HUD.

Upon the return of the AUGF, I will set up two IDIS accounts.

Parkwood Place Community Property Acquisition
Head Start Facility Property Acquisition

HUD has 15 days to do a public period as well. Therefore, I should get the AUGF after the 15th.

Please just hold off on this to be included in a draw.

We have the signed agreements. The 2023 funds will be available in IDIS. I'm completing the environmental reviews today.

This also means that I will need help making funds available to purchase a vehicle, trailer, and blower as previously mentioned from the remaining budget we talked about.

Antoine Foret

Assistant Director/Community Development Administrator
Housing & Human Services Department
Terrebonne Parish Consolidated Government
4800 Hwy 311, Houma, LA 70360
Phone Line: 985-219-2905



Category Number:
Item Number: C.



Wednesday, October 11, 2023

Item Title:

Whitney Building

Item Summary:

An ordinance to authorize the Parish President to use funds already in TPCG possession to purchase Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/21/2023	Ordinance
Backup	9/21/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to authorize the Parish President (or administration) to use funds already in TPCG possession to purchase Terrebonne Parish parcel nos. 20809 and 20812, situated at 7910 Main Street, Houma, la 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank.

PROJECT SUMMARY (200 WORDS OR LESS)
Purchase Terrebonne Parish parcel nos. 20809 and 20812, situated at 7910 Main Street, Houma, la 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank.

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

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

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

s/Kandace M. Mauldin, CFO

9/21/2023

Signature

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO USE FUNDS ALREADY IN TPCG POSSESSION TO PURCHASE TERREBONNE PARISH PARCEL NOS. 20809 AND 20812, SITUATED AT 7910 MAIN STREET, HOUMA, LA 70360 PLUS THE PARKING LOT SITUATED AT THE CORNER OF ROUSSELL AND BELANGER STREETS CURRENTLY OWNED BY HANCOCK WHITNEY BANK.

WHEREAS, Section 1-05. of the Terrebonne Parish Charter provides that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution”; and

WHEREAS, the acquisition of immovable property by the TPCG requires approval by ordinance of the Terrebonne Parish Council; and

WHEREAS, the Terrebonne Parish Council adopted on June 14, 2023, and the Parish President signed on June 16, 2023, Ordinance 9476 which authorized the TPCG to purchase the Hancock Whitney Bank building situated at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Roussell Street and Belanger Street using federally funded OCD grants; and

WHEREAS, state applications for the OCD grant have not yet been issued to TPCG, and the application process is longer than anticipated; and

WHEREAS, Administration has identified funds already in the Parish’s possession which can be re-budgeted for the purchase of the property without waiting on OCD funding; and

WHEREAS, Administration fears that it may lose the opportunity to purchase the Hancock Whitney Bank Building due to delays in state administration and processing; and

WHEREAS, TPCG wishes to purchase the building, as previously authorized by Ordinance 9476, using funding already in possession of the TPCG; and

WHEREAS, TPCG has presented to the Council the appropriate budget amendment, scheduled for public hearing on the same date as this proposed ordinance; and

WHEREAS, TPCG intends to apply the OCD funding to other projects in the parish when the application becomes available; 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 authorized to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets, more fully described as follows:

Parcel ID 20809:

LOT ON MAIN STREET. BOUNDED ABOVE BY JOSEPH JACCUZZO ETALS, NOW FIRST

NATIONAL BANK. BOUNDED BELOW BY DAVID PACTHER. ALSO LOT IN REAR THEREOF FACING BELANGER STREET. ALSO LOTS 4 & 5 AND PORTIONS OF LOTS 2 & 3 BLOCK 38, LESS TRIANGLE SHAPED LOT SOLD TO SIG MASUR & SONS CB 235/160. ALSO 65.63' X 185.35' LOT ON SOUTH SIDE OF EAST MAIN STREET. BOUNDED ABOVE BY PERCIVAL R. JOHNSON ETALS FORMERLY, NOW FIRST NATIONAL BANK. BOUNDED BELOW BY FIRST NATIONAL BANK. ALSO LOT 33.90 FT. ON SOUTH SIDE OF EAST MAIN STREET, BEING PORTION OF BLOCK 35. ALSO 15' STRIP IN REAR OF CHARLES DAVIDSON, ETALS (NOW FIRST NAITONAL BANK). ALSO STRIP 4 X 21' IN REAR. ALSO LOT 62.10' X DEPTH OF 178.75' ON CORNER OF EAST MAIN & ROUSSELL STREETS, BEING PORTION OF BLOCK 35. ALSO 50 X 121' LOT IN BLOCK 35 ROUSSELL ST. (LESS LOT 4 X 21' SOLD CB 209/256) ALSO LOT IN BLOCK 35 EAST OF ROUSSELL STREET BEING 47' 10" X 121'. BOUNDED NORTH BY MRS. WILLIAM BLAND, NOW FIRST NATIONAL BANK. BOUNDED EAST BY SIDNEY FABREGAS NOW OR FORMERLY. BOUNDED SOUTH BY WIDOW AND HEIRS OF LEE P. LOTTINGER, NOW FIRST NATIONAL BANK SUBJECT TO BOUNDARY AGREEMENT CB 220/223. ALSO 28 X 120' LOT ON EAST SIDE OF ROUSSELL STREET IN BLOCK 35. BOUNDED NORTH BY FIRST NATIONAL BANK OF HOUMA. BOUNDED SOUTH BY BELANGER STREET.

Parcel ID 20812:

90' 7" X 168' BEING PART OF LOT 1 BLOCK 34 ROUSSELL & BELANGER STREETS.

together with all improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining.

for a purchase price not exceeding the fair market value as established by appraisal, using funds already in possession of the TPCG.

Section II

All other provisions in Ordinance 9476 shall remain in full force and effect except for the requirement to use funding from the Louisiana Office of Community Development grants to facilitate the purchase of the above-described immovable property.

Section III

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 IV

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 at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

Chairwoman
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 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

JESSICA DOMANGUE, CHAIRWOMAN

DISTRICT 1

BRIEN PLEDGER

DISTRICT 3

GERALD MICHEL

DISTRICT 5

JESSICA DOMANGUE

DISTRICT 7

DANIEL BABIN

DISTRICT 9

STEVE TROSCLAIR



JOHN AMEDÉE, VICE-CHAIRMAN

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

June 15, 2023

MEMO TO: Mike Toups
Parish Manager

FROM: Tammy E. Triggs
Council Clerk

RE: Hancock Whitney Bank Purchase Agreement – Parcel Nos. 20809 and 20812

Attached is a copy of Ordinance No. 9476 which authorizes the Parish President (or Administration) to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussel and Belanger Streets currently owned by Hancock Whitney Bank; to authorize the execution of any purchase agreements, act of sales, and any other documents necessary or reasonable to facilitate same; and to authorize the Parish President (or Administration) to execute on behalf of TPCG an agreement and any other necessary documents with the Louisiana Office of Community Development to obtain and facilitate funding for the purchase of said immovable property.

Should you have any questions regarding this matter, feel free to contact the office.

/tet

Attachment

cc: Ms. Kandace Mauldin, Chief Financial Officer
Ms. Michelle Neil, Assistant Parish Attorney
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

OFFERED BY: MR. D. BABIN
SECONDED BY: MR. S. TROSCLAIR

ORDINANCE NO. 9476

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO PERFORM DUE DILIGENCE INSPECTIONS AND ACQUIRE ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) TERREBONNE PARISH PARCEL NOS. 20809 AND 20812, SITUATED AT 7910 MAIN STREET, HOUMA, LA 70360 PLUS THE PARKING LOT SITUATED AT THE CORNER OF ROUSSELL AND BELANGER STREETS CURRENTLY OWNED BY HANCOCK WHITNEY BANK; TO AUTHORIZE THE EXECUTION OF ANY PURCHASE AGREEMENTS, ACT OF SALES, AND ANY OTHER DOCUMENTS NECESSARY OR REASONABLE TO FACILITATE SAME; AND TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO EXECUTE ON BEHALF OF TPCG AN AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT TO OBTAIN AND FACILITATE FUNDING FOR THE PURCHASE OF SAID IMMOVABLE PROPERTY.

WHEREAS, Section 1-05. of the Terrebonne Parish Charter provides that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution”; and

WHEREAS, the acquisition of immovable property by the TPCG requires approval by ordinance of the Terrebonne Parish Council; and

WHEREAS, TPCG provides parish-wide programs of social welfare through its Department of Housing and Humans Services, and it provides law enforcement services in the Houma City limits through the Houma Police Department; and

WHEREAS, the Housing and Human Resources Department and the detective division of the Houma Police Department operated out of separate buildings within the Houma City limits (respectively, Town Hall on Barrow Street and the Judicial Service District’s building on Park Avenue) prior to Hurricane Ida; and

WHEREAS, Hurricane Ida destroyed Town Hall and the Judicial Service District’s building, causing the displacement of the Housing and Human Services Department and the Houma Police Department; and

WHEREAS, TPCG was able to acquire a federally funded five-year lease for the temporary placement of these departments in the Shamrock Building on Highway 311, outside of the city limits, which expires in December 2026; and

WHEREAS, the Hancock Whitney Bank situated at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Roussell Street and Belanger Street is available for purchase, and the representatives of the bank have expressed an interest in selling the immovable property to TPCG; and

WHEREAS, TPCG wishes to purchase the building and its adjacent parking lot to serve as permanent replacement office space for the office space TPCG lost to Hurricane Ida; and

WHEREAS, TPCG further has an opportunity to obtain HUD grant funds through current recovery programs administered by the Louisiana Office of Community Development (OCD), and TPCG wishes to use the OCD grant to fund its purchase of the Hancock Whitney Bank building and its adjacent parking lot; and

WHEREAS, TPCG wishes to acquire such funding to facilitate the purchase of the Hancock Whitney Bank building and adjacent parking lot and wishes to enter into an agreement with OCD (or execute any other documents necessary and reasonable) for the acquisition of such funds to facilitate the operation of permanent office space in a central location of Terrebonne Parish for those parish departments displaced by Hurricane Ida, and office space for other departments or subdivisions operated or funded by the TPCG; 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 authorized to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets, more fully described as follows:

Parcel ID 20809:

LOT ON MAIN STREET. BOUNDED ABOVE BY JOSEPH JACCUZZO ETALS, NOW FIRST NATIONAL BANK. BOUNDED BELOW BY DAVID PACHTER. ALSO LOT IN REAR THEREOF FACING BELANGER STREET. ALSO LOTS 4 & 5 AND PORTIONS OF LOTS 2 & 3 BLOCK 38, LESS TRIANGLE SHAPED LOT SOLD TO SIG MASUR & SONS CB 235/160. ALSO 65.63' X 185.35' LOT ON SOUTH SIDE OF EAST MAIN STREET. BOUNDED ABOVE BY PERCIVAL R. JOHNSON ETALS FORMERLY, NOW FIRST NATIONAL BANK. BOUNDED BELOW BY FIRST NATIONAL BANK. ALSO LOT 33.90 FT. ON SOUTH SIDE OF EAST MAIN STREET, BEING PORTION OF BLOCK 35. ALSO 15' STRIP IN REAR OF CHARLES DAVIDSON, ETALS (NOW FIRST NATIONAL BANK). ALSO STRIP 4 X 21' IN REAR. ALSO LOT 62.10' X DEPTH OF 178.75' ON CORNER OF EAST MAIN & ROUSSELL STREETS, BEING PORTION OF BLOCK 35. ALSO 50 X 121' LOT IN BLOCK 35 ROUSSELL ST. (LESS LOT 4 X 21' SOLD CB 209/256) ALSO LOT IN BLOCK 35 EAST OF ROUSSELL STREET BEING 47' 10" X 121'. BOUNDED NORTH BY MRS. WILLIAM BLAND, NOW FIRST NATIONAL BANK. BOUNDED EAST BY SIDNEY FABREGAS NOW OR FORMERLY. BOUNDED SOUTH BY WIDOW AND HEIRS OF LEE P. LOTTINGER, NOW FIRST NATIONAL BANK SUBJECT TO BOUNDARY AGREEMENT CB 220/223. ALSO 28 X 120' LOT ON EAST SIDE OF ROUSSELL STREET IN BLOCK 35. BOUNDED NORTH BY FIRST NATIONAL BANK OF HOUMA. BOUNDED SOUTH BY BELANGER STREET.

Parcel ID 20812:

90' 7" X 168' BEING PART OF LOT 1 BLOCK 34 ROUSSELL & BELANGER STREETS.

together with all improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining for a purchase price not exceeding the fair market value as established by appraisal.

Section II

The Parish President (or Administration) is authorized to execute any purchase agreements, acts of sales, and any other documents necessary or reasonable to facilitate the acquisition and purchase of the above described property, subject to the approval of the TPCG legal department.

Section III

The Parish President (or Administration) is authorized to execute on behalf of TPCG an agreement and any other documents necessary and reasonable for grant applications with the Louisiana Office of Community Development to obtain and facilitate funding for the purchase of the above-described immovable property, subject to the approval of the TPCG legal department.

Section IV

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 V

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 at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

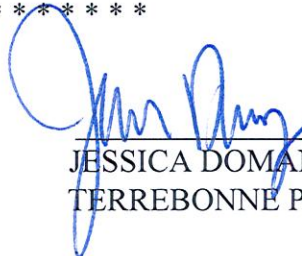
NOT VOTING: None.

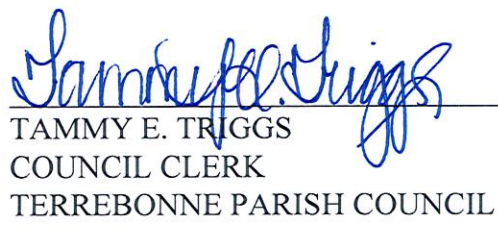
ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 14th day of June 2023.

* * * * *

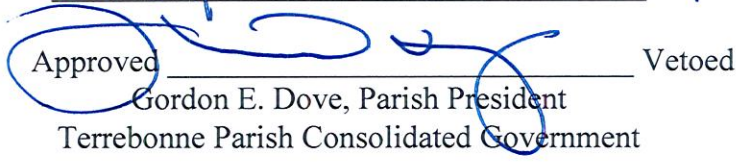

JESSICA DOMANGUE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL


TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

6/14/23 9:49 AM

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

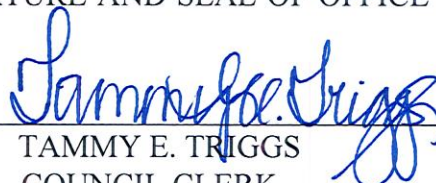
Date and Time Returned to Council Clerk:

06.16.23 10:00 a.m

* * * * *

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 June 14, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 15TH DAY OF JUNE, 2023.



TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Wednesday, October 11, 2023

Item Title:

Ordinance to Appoint Anthony J. Alford Insurance Corporation to Serve as Agent of Record for the Employee Group Health Insurance/Self-Funded and Reinsurance Contract for Medical, Dental and Pharmacy Benefits

Item Summary:

An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Anthony J. Alford Insurance Corporation to serve as Agent of Record for the Employee Group Health Insurance/Self-Funded and Reinsurance Contract for Medical, Dental, and Pharmacy Benefits commencing on January 1, 2024, and effective through December 31, 2024, with the option to renew for two additional one-year terms as more fully described herein.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/21/2023	Ordinance
Agreement	9/21/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance in Accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, an Ordinance to Authorize the Appointment of Anthony J. Alford Insurance Corporation to Serve as Agent of Record for the Employee Group Health Insurance/Self-Funded and Reinsurance Contract for Medical, dental, and Pharmacy Benefits Commencing on January 1, 2024, and Effective Through December 31, 2024, With the Option to Renew for Two Additional One Year Terms as More Fully Described Herein; and call a Public Hearing on Wednesday, October 11, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

Terrebonne Parish Consolidated Government does provide employee group health insurance/self-funded insurance coverages for medical, dental, and pharmacy benefits through its Risk Management Department. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance agent of record for the year 2024, commencing January 1, 2024, and effective through December 31, 2024. TPCG is authorized to exercise right to renew the option for two (2) one-year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To provide the Employees of TPCG with employee group health insurance for medical, dental, and pharmacy benefits.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL		ESTIMATED		
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Mike Toups, Parish Manager

Date

09/21/2023

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ANTHONY J. ALFORD INSURANCE CORPORATION TO SERVE AS AGENT OF RECORD FOR THE EMPLOYEE GROUP HEALTH INSURANCE/SELF-FUNDED AND REINSURANCE CONTRACT FOR MEDICAL, DENTAL, AND PHARMACY BENEFITS COMMENCING ON JANUARY 1, 2024, AND EFFECTIVE THROUGH DECEMBER 31, 2024, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does provide employee group health insurance/self-funded insurance coverages for medical, dental, and pharmacy benefits through its Risk Management Department; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance agent of record for the year 2024, commencing January 1, 2024, and effective through December 31, 2024; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) one-year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that Anthony J Alford Insurance Corporation is hereby appointed to serve as Agent of Record for the employee group health benefits for medical, dental, pharmacy, self-funded and reinsurance contract submitted to Terrebonne Parish Council on the _____ of _____, 2023, for the period commencing January 1, 2024, effective through December 31, 2024; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional one-year terms by signing a new contract for the new option term, containing the same terms and conditions of the original contract, subject to approval by TPCG; and

SECTION III

NOW THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the Agent of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish Council and signature of 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:
NOT VOTING:
ABSTAINING:
ABSENT:

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

JESSICA DOMINGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ANTHONY J ALFORD INSURANCE CORPORATION
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Ordinance No. _____, hereinafter designated as "Owner" or "TPCG" and

ANTHONY J ALFORD INSURANCE CORPORATION, A professional corporation, whose mailing address for the purposes herein is 225 Ouiski Bayou Drive, Houma LA 70360, represented by its duly authorized agent, Anthony J. Alford, by virtue of the corporate resolution annexed hereto at and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its employee group health benefits program for medical, dental and pharmacy coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its group health benefits program for medical, dental and pharmacy coverage.

WHEREAS PRODUCER is defined as Agent of Record;

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. To represent TPCG as its Insurance Producer of Record for its group health benefits program for medical, dental and pharmacy coverage;
 - B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
 - C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
 - D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
 - E. Maintain effective communication with TPCG and/or their representatives;
 - F. Conduct negotiations with interested insurance companies and negotiations will include

establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;

- G. Provide claims advocacy with the insurance carriers;
 - H. Issue outgoing Certificates of Insurance as requested by TPCG;
 - I. Review all Third Party Administration (TPA) contracts and plans, policies and endorsements for employee group health benefits for medical, dental and pharmacy to be delivered to TPCG for the purpose of confirming contractual coverages under TPA, and insurance/reinsurance for their accuracy and conformity to the Insurance Specifications and TPCG's instructions;
 - J. Monitoring of Third Party Administration and/or Insurance company services/ratings to insure financial stability of insurers;
 - K. Prepare the necessary financial projections and perform services necessary to manage third party plans;
 - L. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
 - M. Prepare schedules of insurance and/or Third Party self administered insurance ;
 - N. Prepare insurance binders, review and deliver policies;
 - O. Attend meetings as needed;
 - P. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
 - Q. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
 - R. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG. This includes, but is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
 - S. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III (1)(a);
 - T. PRODUCER shall maintain proper licensing in the State of Louisiana as a Health Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked.
2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insured;
 - D. Any other requested information necessary to effectuate coverages.

3. TERM:
 - A. The term of this agreement shall begin on January 1, 2024 and terminate on December 31, 2024.
 - B. TPCG has the option to renew its agreement for two additional one-year terms. The parties need not execute a new agreement to exercise the two (2) additional terms.
4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than \$7.75 per insured per month for the initial term and any renewal terms of this agreement. These are the sole fees allowed to PRODUCER and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.
5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
 - A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.
6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
 - A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - C. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - D. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - E. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - F. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII, Subsections (A-F).
 - G. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of

this Agreement.

H. This Agreement may terminate by its own term.

7. HOLD HARMLESS and INDEMNIFICATION: The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or any of its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

- B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall

include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

- B. **ASSIGNMENT.** The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. **NO WAIVER.** The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. **AUDIT OF RECORDS.** The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. **RECORD RETENTION.** All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.
- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

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

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

- J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.
- L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
- P. **CONTRACT OBTAINED VIA RFP PROCESS.** Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
- Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
- R. **PRODUCER** shall maintain limits of insurance in accordance with Section VIII (A-F). **PRODUCER** shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
- S. All expenses incurred by **PRODUCER** in its performance of this Agreement shall be borne exclusively by **PRODUCER** and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
- T. **PRODUCER's** response to the RFQ for Producer of Record are incorporated herein as if

set out at length.

- A. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
- B. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
- C. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
- D. EXECUTION: This Agreement is executed in one (1) original. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
- E. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:

Anthony J. Alford, President
225 Ouiski Bayou
Houma LA 70360

16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

[additional signatures on following page]

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES: ANTHONY J ALFORD INSURANCE CORP.

BY: _____
Anthony J. Alford, President
Anthony J Alford Insurance Corporation

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES: TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

BY: _____
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

Notary Public



Wednesday, October 11, 2023

Item Title:

Ordinance to Authorize the Appointment of The Ledet Corporation D/B/A Ledet Insurance to Serve as Agent/Producer of Record for Comprehensive Firemen's Policy and Boiler and Machinery Coverage

Item Summary:

An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of The Ledet Corporation D/B/A Ledet Insurance to serve as Agent/Producer of Record for (Houma Fire Department) Comprehensive Firemen's Policy commencing on April 1, 2024 through March 31, 2025, and Boiler and Machinery Coverage commencing on March 1, 2024 through February 28, 2025, with the option to renew for two subsequent one-year terms as more fully described herein.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/21/2023	Ordinance
Agreement	9/21/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
Introduce an Ordinance in Accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, an Ordinance to Authorize the Appointment of The Ledet Corporation D/B/A Ledet Insurance to Serve as Agent/Producer of Record for (Houma Fire Department) Comprehensive Firemen’s Policy Commencing on April 1, 2024 Through March 31, 2025, and Boiler and Machinery Coverage Commencing on March 1, 2024 Through February 28, 2025, With the Option to Renew for Two Subsequent One Year Terms as More Fully Described Herein; and call a Public Hearing on Wednesday, October 11, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)
Terrebonne Parish Consolidated Government does provide Comprehensive Fireman’s Package Policy with numerous coverages and Machinery coverage through its Risk Management Department. TPCG’s current Comprehensive Fireman’s Policy is scheduled to renew on April 1, 2023. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an Insurance Agent/Producer of record for Firemen’s coverage for the year 2024, commencing April 1, 2024, and effective through March 31, 2025. The Agent of Record has given the TPCG the option for two (2) one-year renewals for Firemen’s coverage, from April 1, 2024 through March 31, 2025 subject to this Council’s selection and approval by ordinance and TPCGs signing a new, but same contract for the option period. TPCG’s current boiler and machinery coverage is scheduled to renew on March 1, 2024. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance Agent/Producer of record for Boiler and Machinery coverage for the year 2024, commencing March 1, 2024, and effective through February 28, 2025. The Agent of Record has given the TPCG the option for two (2) one-year renewals for Boiler and Machinery coverage, subject to this Council’s selection and approval by ordinance and TPCG’s signing a new, but same contract for the option period.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
TPCG has selected Producer as its Insurance Producer of Record for its Comprehensive Fireman’s insurance policy. Producer has also agreed to represent TPCG as its Insurance Producer of Record for its Boiler and Machinery insurance coverage. Producer is defined as Agent of Record.

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

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

Mike Toups, Parish Manager

09/21/2023

Date

ORDINANCE NO. _____

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF THE LEDET CORPORATION D/B/A LEDET INSURANCE TO SERVE AS AGENT/PRODUCER OF RECORD FOR (HOUMA FIRE DEPARTMENT) COMPREHENSIVE FIREMEN'S POLICY COMMENCING APRIL 1, 2024 THROUGH MARCH 31, 2025, AND BOILER AND MACHINERY COVERAGE COMMENCING ON MARCH 1, 2024 THROUGH FEBRUARY 28, 2025, WITH THE OPTION TO RENEW FOR TWO SUBSEQUENT ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does provide comprehensive Fireman's package policy with numerous coverages and Machinery coverage through its Risk Management Department; and

WHEREAS, TPCG's current comprehensive Fireman's policy is scheduled to renew on April 1, 2023; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance Agent/Producer of record for Firemen's coverage for the year 2024, commencing April 1, 2024, and effective through March 31, 2025; and

WHEREAS, the Agent of Record has given the TPCG the option for two (2) one-year renewals for Firemen's coverage, from April 1, 2024 through March 31, 2025 subject to this Council's selection and approval by ordinance and TPCG's signing a new, but same contract for the option period;

WHEREAS, TPCG's current boiler and machinery coverage is scheduled to renew on March 1, 2024; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance Agent/Producer of record for Boiler and Machinery coverage for the year 2024, commencing March 1, 2024, and effective through February 28, 2025,

WHEREAS, the Agent of Record has given the TPCG the option for two (2) one-year renewals for Boiler and Machinery coverage, subject to this Council's selection and approval by ordinance and TPCG's signing a new, but same contract for the option period; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that The Ledet Corporation d/b/a Ledet Insurance is hereby appointed to serve as Agent/Producer of Record for the TPCG's (Houma Fire Department's) Comprehensive Fireman's Policy and the Boiler and Machinery coverage contract, submitted to Council on _____, 2023, the period of the Firemen's Policy coverage commencing April 1, 2024, and effective through March 31, 2025; and the period of the Boiler and Machinery coverage March 1, 2024, and effective through February 28, 2025.

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that, for both Firemen's coverage and Boiler/Machinery coverage, the Terrebonne Parish Consolidated Government reserves the right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms by signing a new contract for the new option term containing the same terms and conditions of the original contract, unless additional or other terms and conditions are specified by TPCG, subject to approval by TPCG.

SECTION III

NOW THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the Houma Fire Department coverages and Boiler and Machinery Insurance coverage Agent/Producer of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the said Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish Council and signature of 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:
NOT VOTING:
ABSTAINING:
ABSENT:

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

JESSICA DOMINGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
THE LEDET CORPORATION D/B/A LEDET INSURANCE
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Ordinance No. 8803, and Resolution 17-418, hereinafter designated as "Owner" or "TPCG" and

THE LEDET CORPORATION d/b/a/ Ledet Insurance, a Louisiana corporation whose mailing address for the purposes herein is PO Box 1070, Houma LA 70361, represented by its duly authorized agent, Leo C. Ledet, Jr., by virtue of the corporation resolution annexed hereto at and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its Comprehensive Fireman's insurance policy; and

WHEREAS, PRODUCER has also agreed to represent TPCG as its Insurance Producer of Record for its Boiler and Machinery insurance coverage; and

WHEREAS, PRODUCER is defined as Agent of Record; and

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. Represent TPCG for two separate policies: as its Insurance Producer of Record for its Comprehensive Fireman's insurance policy, and as its Boiler and Machinery insurance coverage;
 - B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
 - C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
 - D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
 - E. Maintain effective communication with TPCG and/or their representatives;
 - F. Conduct negotiations with interested insurance companies and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;

- G. Provide claims advocacy with the insurance carriers;
 - H. Issue outgoing Certificates of Insurance as requested by TPCG;
 - I. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
 - J. Prepare insurance binders, review and deliver policies;
 - K. Attend meetings as needed;
 - L. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
 - M. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
 - N. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this includes. This is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
 - O. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(1)(A) ;
 - P. PRODUCER shall maintain proper licensing in the State of Louisiana as a Comprehensive Fireman's insurance policy producer and a Boiler and Machinery insurance producer. PRODUCER shall provide TPCG proof that said license(s) is active by submitting a copy of current license(s) and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if one or more of those license(s) is suspended or revoked.
 - Q. Review TPCG's current property, casualty, and flood insurance and make recommendations regarding necessary changes including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data inclusive of optimal deductible/retention program calculations;
 - R. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed (approximately 6-8 meetings) and availability for frequent conversations via telephone or in person with TPCG;
 - S. Assist in preparation of insurance applications; and
 - T. Review of contracts and leases for risk management and insurance purposes.
2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insured;
 - D. Any other requested information necessary to effectuate coverages.

3. TERM:

A. The term for Boiler and Machinery coverage shall begin and include March 1, 2024, through and terminating at 11:59 p.m. on February 28, 2025. The term for Firemen's coverage shall begin and include April 1, 2023, through and terminating at 11:59 p.m. on March 31, 2024.

B. TPCG reserves the option to renew for two (2) additional, consecutive one-year terms, subject to Terrebonne Parish Council approval. The parties need not execute a new agreement to exercise the two (2) renewal terms.

4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than Twenty Thousand and No/100 (\$20,000.00) Dollars per term for the initial term and any renewal terms of this Agreement. Producer shall invoice TPCG for the annual fee no later than April 1st of each term this Agreement is effective, and payment shall be due 30 days from receipt of invoice. These are the sole fees allowed to PRODUCER, and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.

5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:

A. TPCG retains the right to audit any financial records related to TPCG's premium payments;

B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;

C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.

6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:

A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;

B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. mail;

C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;

D. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation

applicable to it as an Insurance Producer;

- E. Termination “for cause” may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - F. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII(A-F), Insurance Requirements for Insurance Producer of Record;
 - H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement.
 - I. This Agreement may terminate by its own term.
7. HOLD HARMLESS and INDEMNIFICATION: The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or its employees.

8. INSURANCE PRODUCER’S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as “If Applicable,” coverage will only be required if it is necessary for the Producer to perform

services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer

is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

- F. CYBER LIABILITY:** Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

- A. FORCE MAJEURE.** The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. ASSIGNMENT.** The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. NO WAIVER.** The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS.** The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION.** All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.
- F. LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and

the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.

H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

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

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

J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.

K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.

L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.

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

O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.

- P. CONTRACT OBTAINED VIA RFP PROCESS. Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
 - Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
 - R. PRODUCER shall maintain limits of insurance in accordance with Section VIII(A-F) of this Contract. PRODUCER shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
 - S. All expenses incurred by PRODUCER in its performance of this Agreement shall be borne exclusively by PRODUCER and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
 - T. PRODUCER's response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
12. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. EXECUTION: This Agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
14. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:

Leo C. Ledet, Jr.,
PO Box 1070
Houma LA 70361

16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

BY: _____
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

PRODUCER:

BY: _____
Leo C. Ledet, Jr.
THE LEDET CORPORATION
D/B/A LEDET INSURANCE

Notary Public



Wednesday, October 11, 2023

Item Title:

Ordinance to Authorize the Appointment Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to Serve as Agent/Producer of TPCG's Casualty Insurance Coverage

Item Summary:

An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to serve as Agent/Producer of Record of Terrebonne Parish Consolidated Government's Casualty Insurance Coverage commencing on April 1, 2024 through March 31, 2025, with option to renew for two additional one-year terms as more fully described herein.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/22/2023	Ordinance
Backup Material	9/22/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
Introduce an Ordinance in Accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, an Ordinance to Authorize the Appointment Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to Serve as Agent/Producer of Terrebonne Parish Consolidated Government’s Casualty Insurance Coverage Commencing on April 1, 2024 through March 31, 2025, with Option to Renew for Two Additional One Year Terms as More Fully Described Herein; and call a Public Hearing on Wednesday, October 11, 2023 at 6:30 p.m.


PROJECT SUMMARY (200 WORDS OR LESS)
TPCG does maintain Casualty Insurance coverage through its Risk Management Department. TPCG’s current casualty insurance coverage is scheduled to renew on April 1, 2024. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a casualty Agent/Producer of record for the year 2024, commencing April 1, 2024, and effective through March 31, 2025, the anniversary of the first renewal of TPCG’s casualty insurance coverage under this Agent/Producer of record. Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council’s selection and approval by ordinance. TPCG is authorized to exercise right to renew the option for two (2) one year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
TPCG does maintain Casualty Insurance coverage through its Risk Management Department.

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

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


Mike Toups, Parish Manager


Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) TO SERVE AS AGENT/PRODUCER OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S CASUALTY INSURANCE COVERAGE COMMENCING ON APRIL 1, 2024 THROUGH MARCH 31, 2025, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does maintain Casualty Insurance coverage through its Risk Management Department; and

WHEREAS, TPCG's current casualty insurance coverage is scheduled to renew on April 1, 2024; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a casualty Agent/Producer of record for the year 2024, commencing April 1, 2024, and effective through March 31, 2025, the anniversary of the first renewal of TPCG's casualty insurance coverage under this Agent/Producer of record; and

WHEREAS, Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council's selection and approval by ordinance; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) one-year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) is hereby appointed to serve as Agent/Producer of Record for TPCG's Casualty Insurance coverage contract, excluding any Houma Fire Department coverages and Boiler and Machinery coverage for utilities for the period commencing April 1, 2024 and effective through March 31, 2025; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms without the need for signing a new contract for the new option term, containing the same terms and conditions of the original contract, subject to approval by TPCG; and

SECTION III

NOW THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the Agent of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish Council and signature of 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:

NOT VOTING:

ABSTAINING:

ABSENT:

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

JESSICA DOMINGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY)
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Ordinance No. 8802, and Resolution 17-417, hereinafter designated as "Owner" or "TPCG" and

ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY), a Michigan Limited Liability Company, whose mailing address for the purposes herein is PO Box 559, Lockport LA 70374, represented by its duly Executive Vice President, Ryan G. Foley, by virtue of the certificate of authority annexed hereto and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its casualty insurance coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its casualty insurance coverage; and

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

WHEREAS, PRODUCER is defined as Agent of Record.

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.

A. Represent TPCG as its Insurance Producer of Record for the following:

- i. Excess Workers Compensation coverage
- ii. Excess Utility Liability (AEGIS)
- iii. Environmental Liability and Cleanup
- iv. Contractors Pollution Coverage
- v. Special Excess Liability (Automobile & General Liability coverage)
- vi. Excess Special Excess Liability (Automobile & General Liability coverage)
- vii. Public Officials and Employment Practices Liability coverage
- viii. Professional/ Medical
- ix. Automobile Physical Damage coverage (5 vehicles only)
- x. Cyber Liability coverage
- xi. P & I coverage
- xii. Excess P & I coverage

- xiii. Special Event Liability coverage (Co-Sponsored Events)
- xiv. Head Start Medical
- xv. Aircraft Liability (Drones)
- xvi. Fiduciary Liability

- B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
- C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
- D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
- E. Maintain effective communication with TPCG and/or their representatives;
- F. Conduct negotiations with interested insurance companies and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;
- G. Provide claims advocacy with the insurance carriers;
- H. Issue outgoing Certificates of Insurance as requested by TPCG;
- I. Monitoring of Third Party Administration and/or insurance company services/ratings to insure financial stability of insurers;
- J. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
- K. Prepare schedules of insurance and/or Third Party self-administered insurance;
- L. Prepare insurance binders, review and deliver policies;
- M. Attend meetings as needed;
- N. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
- O. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
- P. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this includes. This is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
- Q. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(A);
- R. PRODUCER shall maintain proper licensing in the State of Louisiana as a casualty insurance producer. PRODUCER shall provide TPCG proof that said license(s) is active by submitting a copy of current license(s) and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if one or more of those license(s) is suspended or revoked.
- S. Review TPCG's current casualty insurance and make recommendations regarding

necessary changes including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data inclusive of optimal deductible/retention program calculations;

- T. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed (approximately 6-8 meetings) and availability for frequent conversations via telephone or in person with TPCG;
- U. Assist in preparation of insurance applications; and
- V. Review of contracts and leases for risk management and insurance purposes.

2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:

- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
- B. Timely with insurance specifications;
- C. Lists of additional insured;
- D. Any other requested information necessary to effectuate coverages.

3. TERM:

- A. The term of this agreement shall begin on and include April 1, 2024, through and terminating at 11:59 p.m. on March 31, 2025.
- B. TPCG has the option to renew its agreement for two additional, consecutive one-year terms, subject to TPCG's approval. In order to exercise this option, the parties shall sign a new agreement with the same contents for the new option term, unless other or additional terms are specified by TPCG.

4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than 10% commission for the initial term and any renewal terms of this agreement. These are the sole fees allowed to PRODUCER and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.

5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:

- A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
- B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
- C. PRODUCER shall provide TPCG with independent verification related to the fee

audit within ten (10) working days from the date of written request.

6. **TERMINATION:** The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. mail;
 - C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - D. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - E. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - F. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII (A-F), Insurance Requirements for Insurance Producer of Record;
 - H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement.
 - I. This Agreement may terminate by its own term.

7. **HOLD HARMLESS and INDEMNIFICATION:** The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

- B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

- C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

- D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

- A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. ASSIGNMENT. The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION. All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at

termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
 - ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
 - iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.
- Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.
- J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.
- L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
- P. **CONTRACT OBTAINED VIA RFP PROCESS.** Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
- Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
- R. **PRODUCER** shall maintain limits of insurance in accordance with Section VIII (A-F). **PRODUCER** shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
- S. All expenses incurred by **PRODUCER** in its performance of this Agreement shall be borne exclusively by **PRODUCER** and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
- T. **PRODUCER's** response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. **COMPLIANCE WITH LAWS:** The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. **NONAPPROPRIATION:** Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to **PRODUCER** of such facts and TPCG's intention to terminate its financial obligation.
12. **ENTIRE AGREEMENT:** This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and **PRODUCER**. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. **EXECUTION:** This Agreement is executed in four (4) originals. **IN TESTIMONY WHEREOF**, they have executed this Agreement the day and year first above written.
14. **NOTICES:** Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt

requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:

Rudy Laris, Jr.
PO Box 559
Lockport LA 70374

16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

BY: _____
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

PRODUCER:

BY: _____
Ryan G. Foley, Executive Vice President
ACRISURE, LLC (REGISTERED TRADE NAME,
LARIS INSURANCE AGENCY)

Notary Public



Wednesday, October 11, 2023

Item Title:

Ordinance to Authorize the Appointment Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to Serve as Agent/Producer of TPCG's Property Insurance Coverage

Item Summary:

An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to serve as Agent/Producer of Record of Terrebonne Parish Consolidated Government's Property Insurance Coverage commencing on March 1, 2024 through February 28, 2025, with option to renew for two additional one-year terms as more fully described herein.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/22/2023	Ordinance
Backup Material	9/22/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance in Accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, an Ordinance to Authorize the Appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to Serve as Agent/Producer of Terrebonne Parish Consolidated Government's Property Insurance Coverage Commencing on March 1, 2024 through February 28, 2025, with Option to Renew for Two Additional One Year Terms as More Fully Described Herein; and call a Public Hearing on Wednesday, October 11, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG does maintain Property Insurance coverage through its Risk Management Department. TPCG's current casualty insurance coverage is scheduled to renew on March 1, 2024. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a casualty Agent/Producer of record for the year 2024, commencing March 1, 2024, and effective through February 28, 2025, the anniversary of the first renewal of TPCG's casualty insurance coverage under this Agent/Producer of record. Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council's selection and approval by ordinance. TPCG is authorized to exercise right to renew the option for two (2) one year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG does maintain Property Insurance coverage through its Risk Management Department.

TOTAL EXPENDITURE

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

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Mike Toups, Parish Manager

Date

09/21/2023

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) TO SERVE AS AGENT/PRODUCER OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S PROPERTY INSURANCE COVERAGE COMMENCING ON MARCH 1, 2024 THROUGH FEBRUARY 28, 2025, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does maintain Property Insurance coverage through its Risk Management Department; and

WHEREAS, TPCG's current property insurance coverage is scheduled to renew on March 1, 2024; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a property Agent/Producer of record for the year 2024, commencing March 1, 2024, and effective through February 28, 2025, the anniversary of the first renewal of TPCG's property insurance coverage under this Agent/Producer of record; and

WHEREAS, Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council's selection and approval by ordinance; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) one-year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) is hereby appointed to serve as Agent/Producer of Record for TPCG's Property Insurance coverage contract for the period commencing March 1, 2024 and effective through February 28, 2025; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms without the need for signing a new contract for the new option term, containing the same terms and conditions of the original contract, subject to approval by TPCG; and

SECTION III

NOW THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the Agent of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish Council and signature of 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:
NOT VOTING:
ABSTAINING:
ABSENT:

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

JESSICA DOMINGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY)
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove, President, by virtue of Terrebonne Parish Council Ordinance No. _____, hereinafter designated as “Owner” or “TPCG” and

ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY), a Michigan Limited Liability Company, whose mailing address for the purposes herein is P.O. Box 559, Lockport, LA 70374, represented by its duly authorized agent, Ryan G. Foley, by virtue of the certificate of authority annexed hereto and made part of this contract, who is hereinafter designated as “Producer”;

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its property insurance coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its property insurance, inland marine and flood coverage; and

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

WHEREAS, PRODUCER is defined as Agent of Record.

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and maintain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. Represent TPCG as its Insurance Producer of Record for its property insurance as follows, inland marine and flood coverage Property Insurance Coverage
 - i. Property Insurance Coverage to cover all TPCG Buildings;
 - ii. Inland Marine Coverage to cover TPCG Lift Stations and Equipment;
 - iii. Inland Marine Coverage to cover Camera and Surveillance equipment at Downtown Marina and OEP Communication Tower;
 - iv. Marine Hull coverage to cover Dulac Falgout Canal Pontoon Bridge; and
 - v. Deductible Buy Back Insurance Policy to cover Dulac Falgout Canal Pontoon Bridge.
 - B. Represent TPCG as its Insurance Producer of Record for its Flood Coverage for the following properties:
 - i. 200 Badou Drive-Dulac Library;
 - ii. 98 Bonnie Street – Above Ground Pump Station – Bellaire Pump Station;
 - iii. 3211 Criminal Justice Complex – Men’s Jail;
 - iv. 3181 Criminal Justice Complex – Women’s Jail;
 - v. 614 Woodside, Houma, LA 70363; and
 - vi. 7617 Main Street, Houma, LA 70360 – TPCG Bus Depot.

- C. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
- D. Make known to TPCG all information required by brokers, insurers, and reinsurers in order to market TPCG's insurance portfolio;
- E. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
- F. Maintain effective communication with TPCG and/or their representatives;
- G. Conduct negotiations with interested insurance companies, brokers and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;
- H. Provide claims advocacy with the insurance carriers;
- I. Issue outgoing Certificates of Insurance as requested by TPCG;
- J. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
- K. Prepare schedules of insurance;
- L. Prepare insurance binders, review and deliver policies;
- M. Attend meetings as needed;
- N. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
- O. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
- P. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this is not limited to the completion of applications without receiving a request or specifications from TPCG;
- Q. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(1)(A) and (B);
- R. PRODUCER shall maintain proper licensing in the State of Louisiana as a Property Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked;
- S. Review for compliance, obtain and maintain Stafford Act Insurance obligations, and submit Stafford Act Insurance Commissioner's Certification Application for qualified disaster;
- T. Review TPCG's current property, inland marine and flood insurance and make recommendations regarding necessary changes, including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data, inclusive of optimal deductible/retention program calculations;

- U. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed and availability for frequent conversations via telephone or in person with TPCG when required;
 - V. Assist in preparation of insurance applications; and
 - W. Review of contracts and leases for risk management and insurance purposes.
2. RESPONSIBILITIES OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, properties, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insureds; and
 - D. Any other requested information necessary to effectuate coverages.
3. TERM:
- A. The term of this agreement shall begin on and include March 1, 2024, through and terminating at 11:59 p.m. on February 28, 2025.
 - B. TPCG has the option to renew its agreement for two (2) additional, subsequent one-year terms, subject to TPCG approval. The parties need not execute a new agreement to exercise the two (2) additional terms.
4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall allow the PRODUCER to retain from the insurers 7.5% commission on premiums paid for the initial term and any renewal terms of this agreement. This commission is the sole form of compensation allowed to PRODUCER and there shall be no additional commission and/or payments above this amount on these policies, whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year. PRODUCER will be allowed to collect the same commission rate on any changes, additions, endorsements or new policies written during the contract term.
5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
- A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the producer places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.
6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:

- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior notice via certified U.S. Mail to the other party at its notice address herein;
 - B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. Mail;
 - C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - D. TPCG shall have the right to cancel this Agreement immediately and without prior notice if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - E. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - F. TPCG shall have the right to cancel this Agreement immediately if PRODUCER commits any fraudulent acts or fails to comply with applicable laws;
 - G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII (A-F), Insurance Requirements for Insurance Producer of Record;
 - H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement; and
 - I. This Agreement may terminate by its own term.
7. **HOLD HARMLESS and INDEMNIFICATION:** The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants; officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such 'claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that result from any misrepresentation by producer or its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to **\$5,000,000**; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

- B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i. State Act;
- ii. Employer's Liability;
- iii. Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers; and
- iv. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

- C. GENERAL LIABILITY:

- i. Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii. Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii. Waiver of Transfer of Rights of Recovery Against Other to Us to cover written contracts in favor of TPCG, its elected and appointed officials, agents, servants, directors, employees, and volunteers;
- iv. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish); and
- v. The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

- D. AUTOMOBILE LIABILITY:

- i. Coverage to be provided for any auto or all owned autos and non-owned and hired autos;

- ii. Additional insured and Waiver of Subrogation endorsements in favor of TPCG, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i. Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii. The policy shall contain no exclusionary language as respects the scope of operations to be performed for TPCG;
- iii. If the policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

- A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. ASSIGNMENT. The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION. All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes,

or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third-party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021 (7) and, as such, expressly **agree** that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
 - ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
 - iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.
- Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.
- J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42: 1101 et seq., Code of Governmental

Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

- O. SEVERABILITY. If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
 - P. CONTRACT OBTAINED VIA RFP PROCESS. Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
 - Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
 - R. PRODUCER shall maintain limits of insurance in accordance with Section VIII (A-F). PRODUCER shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
 - S. All expenses incurred by PRODUCER in its performance of this Agreement shall be borne exclusively by PRODUCER and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
 - T. PRODUCER's response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
12. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. EXECUTION: This Agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
14. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:
Rudy Laris, Jr.
P.O. Box 559
Lockport, LA 70374

15. None of the parties hereto shall be deemed to be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

ACRISURE, LLC (REGISTERED TRADE NAME,
LARIS INSURANCE AGENCY)

BY: _____

Ryan G Foley, Executive Vice President

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

BY: _____

Gordon E. Dove, Sr., Parish President

Terrebonne Parish Consolidated Government

Notary Public

Category Number:
Item Number: H.



Wednesday, October 11, 2023

Item Title:

2024 Proposed Budget Review

Item Summary:

The Proposed 2024 Parish Budget and Five-Year Capital Outlay Budget.

1. Continue the public hearing to the October 25, 2023 meeting.

ATTACHMENTS:

Description

2024 Proposed Budget Review

2024 Budget Hearings 1st Mtg

Upload Date

10/3/2023

10/3/2023

Type

Executive Summary

Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Budget Hearing for Proposed 2024 Budget

PROJECT SUMMARY (200 WORDS OR LESS)
To review the proposed 2024 Budget for the following funds/departments/agencies:
<div>Parish Council</div> <div>Council Clerk</div> <div>Official Fees/Publications</div> <div>City Court</div> <div>District Court</div> <div>Ward Court</div> <div>Judicial-Other</div> <div>Registrar of Voters</div> <div>Elections</div> <div>Government Buildings</div> <div>Janitorial Services</div> <div>Auditoriums</div> <div>General - Other</div> <div>Parish VA Service Office</div> <div>Health and Welfare</div> <div>Road District #6 O&M</div> <div>Road Lighting Districts</div> <div>Housing and Human Services</div> <div>Recap Housing and Human Service Grants</div>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)									
See above									
TOTAL EXPENDITURE									
N/A									
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)									
<u>ACTUAL</u>	ESTIMATED								
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)									
N/A	NO	<u>YES</u>	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

10/2/23

SignatureDate

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 PROPOSED BUDGET
SCHEDULE OF BUDGET HEARINGS
October 9, 2023

Fund Number	Funds/Departments	Small Bk. Page	Big Bk. Page	Representative
151-111	Parish Council	59	7	Tammy Triggs
151-115	Council Clerk	61	9	Tammy Triggs
151-119	Official Fees/Publications	64	11	Kandace Mauldin
151-120	City Court	65	12	Judge Hagen/Doug Holloway
151-121	District Court	67	13	Judge Pickett
151-126	Ward Court	71	17	Kandace Mauldin
151-129	Judicial - Other	73	18	Kandace Mauldin
151-141	Registrar of Voters	77	21	Rhonda Rogers
151-142	Elections	79	23	Kandace Mauldin
151-194	Government Buildings	92	31	Mike Toups/David Drury
151-198	Janitorial Services	96	34	Mike Toups/David Drury
205-196	Auditoriums	145	97	Mike Toups/David Drury
151-199	General - Other	97	35	Kandace Mauldin
151-408	Parish VA Service Office	102	39	Kandace Mauldin
151-409	Health and Welfare	103	40	Kandace Mauldin
258	Road District #6 O&M	167	262	Kandace Mauldin
267-276	Road Lighting Districts	168	266	Kandace Mauldin
151-653	Housing and Human Services	113	49	Kelli Cunningham
HHS Grants	Recap Housing and Human Services Grants	198	132	Kelli Cunningham

Category Number: 3.
Item Number: A.



Wednesday, October 11, 2023

Item Title:

Community Development and Planning Committee

Item Summary:

Community Development and Planning Committee, 10/09/23*

Category Number: 3.
Item Number: B.



Wednesday, October 11, 2023

Item Title:

Public Services Committee

Item Summary:

Public Services Committee, 10/09/23 **



Wednesday, October 11, 2023

Item Title:

Budget and Finance Committee

Item Summary:

Budget and Finance Committee, 10/09/23**

**(Ratification of minutes calls *condemnation hearings on Tuesday, October 24, 2023, at 5:30 p.m. and
public hearings on Wednesday, October 25, 2023, at 6:30 p.m.)

Category Number: 4.
Item Number: A.



Wednesday, October 11, 2023

Item Title:

Street Light List

Item Summary:

Lights installations, removals and/or activations.

ATTACHMENTS:

Description

Street Light Listing
Letter of Authorization

Upload Date

10/6/2023
10/6/2023

Type

Backup Material
Backup Material

STREET LIGHT LIST
10-11-2023

INSTALL ONE (1) STREET LIGHT ON EXISTING POLE AT 8701 SHRIMPERS ROW, DULAC, LA; RLD #4; SLECA; DISTRICT 7; DANIEL BABIN.

INSTALL ONE (1) STREET LIGHT ON EXISTING POLE AT 7603 HIGHWAY 56, CHAUVIN, LA; RLD #7; ENTERGY; DISTRICT 8; DIRK GUIDRY.



EMAIL Request to: builder@entergy.com

STREETLIGHT LETTER OF AUTHORIZATION

Date: 10/06/2023

Account Name: RLD #7

Account Number: 9427721687

Authorized by: DIRK GUIDRY

Signature: DIRK GUIDRY

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:

7603 Highway 56 in Chauvin, LA on existing pole

Company Use Only

Order Generated: YES ___ NO ___ Sent To: Construction ___ Engineering ___

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



Wednesday, October 11, 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	10/6/2023	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”

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 **OCTOBER 11, 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: One (1) expiring term on 11-14-23 and two (2) vacancies.

RECREATION DISTRICT NO. 7: One (1) expiring term on 11-14-23.



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: One (1) expiring term on 11-01-23 (Representing the Office of the District Public Defender 32nd JDC and 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: One (1) expired term. (Representing the Parish President.

PLANNING AND ZONING COMMISSION: One (1) expiring term on 11-30-23 and one (1) vacancy due to a resignation. (Both Applicants must reside in the City of Houma).

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

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).

HOUMA AREA CONVENTION AND VISITORS' BUREAU: One (1) expiring term on 12-31-23. (Representing a Civic Non-Profit Organization)

AIRPORT COMMISSION: One (1) expiring term on 11-28-23.

DOWNTOWN DEVELOPMENT CORPORATION: Five (5) expiring terms on 11-01-23. (Each representing the following entities: Two (2) representing the Parish Council, one (1) representing the Parish President, one (1) representing the Historical Society and one (1) representing the Garden Clubs).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-23. (Representing the Council)

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, OCTOBER 9, 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

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: _____

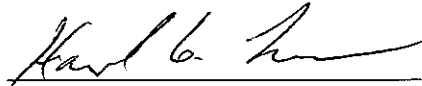
Applicant must complete and return this application along with a copy of their resume to:

**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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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

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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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COUNCIL**

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

Category Number: 5.
Item Number: B.



Wednesday, October 11, 2023

Item Title:

Fire Protection District No. 8

Item Summary:

Fire Protection District No. 8: Two (2) expired terms. Mr. Patrick Bourgeois expresses his interest in being reappointed.

ATTACHMENTS:

Description

Notice to the Public

Application - Patrick Bourgeois

Upload Date

10/6/2023

10/6/2023

Type

Backup Material

Application

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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: One (1) expiring term on 11-01-23 (Representing the Office of the District Public Defender 32nd JDC and 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.

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

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

PLANNING AND ZONING COMMISSION: One (1) expiring term on 11-30-23 and one (1) vacancy due to a resignation. (Both Applicants must reside in the City of Houma).

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

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).

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AIRPORT COMMISSION: One (1) expiring term on 11-28-23.

DOWNTOWN DEVELOPMENT CORPORATION: Five (5) expiring terms on 11-01-23. (Each representing the following entities: Two (2) representing the Parish Council, one (1) representing the Parish President, one (1) representing the Historical Society and one (1) representing the Garden Clubs).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-23. (Representing the Council)

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, OCTOBER 9, 2023**. A brief résumé and/or letter of interest in serving should also be submitted.

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



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 10/7/2023

I. Patrick Bourgeois, of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 6339 Bayou Black Dr.
(Address)
Gibson, La. 70356 Telephone number is () _____
(City, State, and Zip Code)
and E-mail is ptb@ptb-louisiana.com, wish to qualify for appointment
as a member of the Terrebonne District #8 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
6339 Bayou Black Dr. Gibson for 40 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)
La. 70356
Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 2.

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 District #8
(Fire District)
and Council District No. 2

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 _____ 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 Terrebonne District #8
(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
Terrebonne District #8
(Board/Committee/Commission)

F. Applicant is aware of the Terrebonne District #8 board criteria and
(Board/Committee/Commission)
attendance requirements.
Yes ☒ or No _____

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TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with Retired
(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:

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TERREBONNE PARISH
COUNCIL

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

Yes ☒ or No ☐

If yes, explain: TERREBONNE FIRE DISTRICT #8

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.**

Ratimuk Bangerin
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

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OCT 05 2023

TERREBONNE PARISH
COUNCIL

PATRICK BOURGEOIS

GIBSON, LA 70356 | C: 985-665-6060 | ptrck_bourgeois@yahoo.com

SKILLS

Fire response team direction
Fire prevention and enforcement
Boarding support
Onboarding and training
Fire control measures
Volunteer Firefighter

Firefighting techniques expertise
Onboard firefighting
Fire security
Security and fire alarm maintenance
Fire prevention

EXPERIENCE

Fire Dist. Board West Terrebonne Fire Dist. # 8 — Gibson, LA

I was a member of the board when it was Fire District #8 Board.

I was a member of the Gibson Volunteer Fire Department for over 28 years, before it became West Terrebonne Volunteer Fire Department.

I was the fire chief for the Gibson Volunteer Fire Department for 8 years.

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**TERREBONNE PARISH
COUNCIL**



Wednesday, October 11, 2023

Item Title:

Coastal Zone Management and Restoration

Item Summary:

Coastal Zone Restoration and Management: 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). Mr. Barry Soudelier expresses his interest in being reappointed representing Recreational Fishing. Mr. Ernest J. Babin, Jr. expresses his interest in being reappointed representing the Public.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	10/6/2023	Backup Material
Application - Barry Soudelier	10/6/2023	Application
Application - Ernest J. Babin, Jr.	10/6/2023	Application

"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 **OCTOBER 11, 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: One (1) expiring term on 11-14-23 and two (2) vacancies.

RECREATION DISTRICT NO. 7: One (1) expiring term on 11-14-23.

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: One (1) expiring term on 11-01-23 (Representing the Office of the District Public Defender 32nd JDC and 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: One (1) expired term. (Representing the Parish President.

PLANNING AND ZONING COMMISSION: One (1) expiring term on 11-30-23 and one (1) vacancy due to a resignation. (Both Applicants must reside in the City of Houma).

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



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).

HOUMA AREA CONVENTION AND VISITORS' BUREAU: One (1) expiring term on 12-31-23. (Representing a Civic Non-Profit Organization)

AIRPORT COMMISSION: One (1) expiring term on 11-28-23.

DOWNTOWN DEVELOPMENT CORPORATION: Five (5) expiring terms on 11-01-23. (Each representing the following entities: Two (2) representing the Parish Council, one (1) representing the Parish President, one (1) representing the Historical Society and one (1) representing the Garden Clubs).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-23. (Representing the Council)

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, OCTOBER 9, 2023**. A brief résumé and/or letter of interest in serving should also be submitted.

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



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 10-2-2023

I, BARRY J. SOUDELIER, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 106 CLAY LeCompte Ln.
(Address)

CHAPLIN, LA 70314, Telephone number is (985) 790-0171.
(City, State, and Zip Code)

and E-mail is BARRYSCAMP@HOTMAIL wish to qualify for appointment

as a member of the COASTAL ZONE MANAGEMENT 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
106 CLAY LeCompte Chaplin 70314 26 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. 8.

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 _____ 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 COASTAL ZONE MANAGEMENT
(Board/Committee/Commission)

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

CZM
(Board/Committee/Commission)

F. Applicant is aware of the CZM board criteria and
(Board/Committee/Commission)

VERIFIED

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TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with MOFFET HOLDINGS
(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:

LAFOURCHE FRESH WATER DISTRICT

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:

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TERREBONNE PARISH
COUNCIL

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

Yes ☒ or No ☐

If yes, explain: TERREBONNE PLANNING & ZONING
LAFOURCHE FRESH WATER BOARD
COSPAL ZONE MANAGEMENT
RECREATION DISTRICT

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

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TERREBONNE PARISH
COUNCIL

106 Clay Lecompte Lane
Chauvin, Louisiana 70344

(985) 790-0171

BARRY SOUDELIER

Experience	1990 to Present	Mallard Camp	Chauvin, LA
	MANAGER Responsible for upkeep and maintenance of hunting camp and surrounding properties. Responsible for coordinating the entertainment of guests related duties.		
	1988 to 1990	Two R Drilling	Houma, LA
	DECKHAND Responsible for maintenance and general labor duties on a 65' crew boat working offshore in Louisiana.		
	1983 to 1988	Candy Marie	Chauvin, LA
	DECKHAND Responsible for maintenance and general labor duties on a 80' shrimp boat fishing in Louisiana.		
	1981 to 1983	Setco Oil Tools	Houma, LA
	SALES REPRESENTATIVE Responsible for outside sales and delivered rental tools to oilfield businesses.		
Education	1980	South Terrebonne High School	Bourg, LA
Other	Terrebonne Sportsman's League American Salt Water Anglers NRA Member Rodeo Fisherman		

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TERREBONNE PARISH
COUNCIL



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: October 5, 2023

I, Ernest J. Babin, Jr., of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 3202 Sharon St.,
(Address)

Houma, La. 70363, Telephone number is (985) 856-1982,
(City, State, and Zip Code)

and E-mail is ejbabin@hotmail.com, wish to qualify for appointment

as a member of the Coastal Zone Mang. & Rest. Advisory Committee 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

3202 Sharon St., Houma, La. 70363 for 36 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. 9.

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 ☒ 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 Coastal Zone Mang. & Rest. Advisory Committee
(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

Coastal Zone Mang. & Rest. Advisory Committee.
(Board/Committee/Commission)

F. Applicant is aware of the Coastal Zone Mang. & Rest. Advisory Com. board criteria and
attendance requirements. (Board/Committee/Commission)

Yes ☒ or No _____.

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COUNCIL

G. Applicant affirms that his/her employment with Elevating Boats LLC.
(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 _____ or No. X.

If yes, explain:

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 or No **X**

If yes, explain:

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

Yes or No **X**

If yes, explain: _____

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**TERREBONNE PARISH
COUNCIL**

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

Yes ☒ or No ☐

If yes, explain: Coastal Zone Mang. & Rest. Advisory Committee

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**

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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.

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Revision Date: December 9, 2020

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**TERREBONNE PARISH
COUNCIL**

Ernest J. Babin Jr.

3202 Sharon St.
Houma, La. 70363
(985) 856-1982

SUMMARY

More than 25 years of experience as an EBI Liftboat and EBI Crane Design engineer.

Technical Expertise

- Certificate of CAD i.e. Computer-Aided Design 3D modeling.
- Certificate of Womack Fluid Power School.

EXPERIENCE

**1998-present Elevating Boats LLC., Houma, LA.
Engineering Manager**

- Design and develop hydraulic cranes according to API, ABS and Llyods specifications,
- Manage drafting department to develop design drawings,
- Manage liftboat construction projects,
- Check the technical specifications of Quality Program to meet specification codes.

**1992-1998 Pride Offshore, Houma, LA.
Project Manager**

- Survey offshore platforms for proposed workover platform rigs,
- Worked with rig superintendents to layout platform workover rig equipment and deck load weights,
- Developed supply boat deck load out plans for platform rigs,
- Responsible for final workover rig layouts for evacuation and fire plans.

**1988-1992 CorVal Inc., Houma, La.
Quality Control Manager**

- Maintained quality control measuring devices and calibration records,
- Calibrated machinist measuring devices,
- Checked all machined parts for accuracy per customer's drawings,

**1982-1988 Gulf South Engineers , Houma, La.
Engineer Technician**

- Land Survey Party Chief,
- Designed and layout of and public municipal paving, sewage and drainage projects,
- Project Inspector for private and public municipal paving, sewage and drainage projects,

EDUCATION

**Bachelor of Science in Civil Engineering Technology, 1982
Nicholls State University, Thibodaux, La.**

10/5/2023

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**TERREBONNE PARISH
COUNCIL**



Wednesday, October 11, 2023

Item Title:

Planning and Zoning Commission

Item Summary:

Planning and Zoning Commission: One (1) vacancy due to a resignation. (Applicant must reside in the City of Houma). Mr. Clarence McGuire, Jr. submits application for consideration. Mr. Michael J. Billiot submits application and resume for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	10/9/2023	Backup Material
Application - Clarence McGuire, Jr.	10/9/2023	Application
Application - Michael J. Billiot	10/9/2023	Application

“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 **OCTOBER 11, 2023, REGULAR SESSION** meeting the following vacancies and appointments:

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RECREATION DISTRICT NO. 7: One (1) expiring term on 11-14-23.

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: One (1) expiring term on 11-01-23 (Representing the Office of the District Public Defender 32nd JDC and 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: One (1) expired term. (Representing the Parish President).

→ **PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-23 and one (1) vacancy due to a resignation. (Both Applicants must reside in the City of Houma).

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

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).

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AIRPORT COMMISSION: One (1) expiring term on 11-28-23.

DOWNTOWN DEVELOPMENT CORPORATION: Five (5) expiring terms on 11-01-23. (Each representing the following entities: Two (2) representing the Parish Council, one (1) representing the Parish President, one (1) representing the Historical Society and one (1) representing the Garden Clubs).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-23. (Representing the Council)

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, OCTOBER 9, 2023**. A brief résumé and/or letter of interest in serving should also be submitted.

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



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 9-30-23

I, Clarence McGuire Jr., of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 120 Tiger Lily Dr.,
(Address)
Houma, LA 70360 Telephone number is 985 853-0176,
(City, State, and Zip Code)
and E-mail is cjmcguire35@yahoo.com wish to qualify for appointment
as a member of the Ter. Planning & Zoning Com. 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
120 Tiger Lily Dr., Houma, LA 70360 for 23 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. 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 _____
(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 _____ No never arrested
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 Ter. Planning & Zoning Com.
(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
Planning & Zoning Commission
(Board/Committee/Commission)

F. Applicant is aware of the Planning & Zoning Commission board criteria and
(Board/Committee/Commission)
attendance requirements. Yes ✓ or No _____

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TERREBONNE PARISH
COUNCIL

- 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

Planning and Zoning Commission
(Board/Committee/Commission)

- F. Applicant is aware of the Planning and Zoning board criteria and attendance requirements.
(Board/Committee/Commission)

Yes ☒ or No ☐.

- G. Applicant affirms that his/her employment with Terrebonne Parish District Attorney's Office
(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:

Treatment Coordinator

- 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:

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

Yes _____ or No ✓

If yes, explain: _____

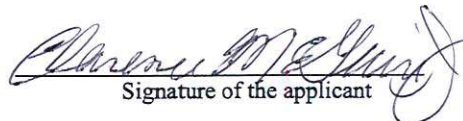
Applicant must complete and return this application along with a copy of their resume to:

**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: Oct. 9, 2023

I, Michael J. Billiot, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 613 Academy Street,
(Address)

Houma, La. 70360, Telephone number is (85) 709-2420,
(City, State, and Zip Code)

and E-mail is mbilliot@hotmail.com, wish to qualify for appointment

as a member of the Planning 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
613 Academy Street, Houma 70360 for 8 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 N/A
(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 N/A Yes _____ No _____
(Recreation District)
and Council District No. _____.

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 Planning 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

Planning Commission.
(Board/Committee/Commission)

F. Applicant is aware of the Planning Commission's board criteria and
attendance requirements. (Board/Committee/Commission)

Yes ☒ or No _____.

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COUNCIL

G. Applicant affirms that his/her employment with Law Office of Michael J. Billiot
(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:

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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

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**TERREBONNE PARISH
COUNCIL**



**TERREBONNE PARISH
COUNCIL**

MICHAEL J. BILLIOT

Home: 613 Academy Street, Houma, Louisiana 70360, 985-709-2420 (Cell)
Office: 810 Roussell Street, Houma, Louisiana 70360, 985-873-8307

EDUCATION

PhD Candidate in Urban Studies, University of New Orleans, Anticipated Graduation August 2024.
Master's degree in urban and Regional Planning (MURP), University of New Orleans, August 2020, with a specialization in housing and community development.
Juris Doctorate, Loyola University New Orleans School of Law, December 2005
Founder, Loyola University New Orleans School of Law Real Estate Law Society
Semesters Abroad – University of Vienna Law School, Summer 2003 and Summer 2004
BA, English/Philosophy, Tulane University, May 1993
Semesters Abroad – University of London, Fall 1989; University of Hawaii, Summer 1990

EXPERIENCE

Law Offices of Michael J. Billiot, LLC, May 2010 to Present

- I own a private civil and criminal defense law firm that is the first to be owned by a Houma Indian in the City of Houma. I manage all aspects of administration, accountability for profit and loss, controlling costs, paying taxes, and achieving revenue objectives; I have filed thousands of petitions representing hundreds of clients before state and federal courts.
- I recruit, supervise, and evaluate employees, including clerical staff, paralegals and attorneys.
- Professionally and effectively meeting the legal needs of my clients is the number one goal of my firm. To do so, I am required to meet strict deadlines for pretrial procedure, trials and appellate briefings by managing a team of attorney associates, and support staff. I also handle all financial matters and contracts of the firm.
- My office serves as General Counsel to the United Houma Nation – Louisiana's largest Native American tribe. In addition, I serve as the UHN Director of Legal Services for the Legal Services for Veterans Program, which is funded by the United States Veteran's Administration.

Billiot Development, LLC, June 2004 – present

- I own a private real estate development firm. My personal management includes all aspects of property search, acquisition, renovation, leasing, maintenance, mortgages, taxes and financing.
- I coordinate with local government offices to obtain permits, zoning verification, and support for development projects. I also work with local banks to secure funding for my capital acquisitions. All property mortgages of Billiot Development, LLC, are with local banks in Terrebonne Parish.

New Orleans City Planning Department, August – December 2019

- I interned at the New Orleans City Planning Department while obtaining my master's degree in urban and Regional Planning from the University of New Orleans. In that role, I performed research that informed the Affordable Housing Study directed by Mayor Latoya Cantrelle to increase the affordable housing stock in the City of New Orleans.
- I also made recommendations for the city's Comprehensive Plan to improve housing affordability. My recommendations included a review of the city's short-term rental policy.

MEMBERSHIPS AND ASSOCIATIONS

Urban Land Institute, Louisiana Chapter, Diversity Committee Founder
American Planning Association, Louisiana & Colorado Chapters
American Bar Association
Louisiana State Bar Association
Terrebonne Parish Bar Association, Past Executive Board Member
New Orleans Bar Association, member
United Houma Nation, member, General Counsel, Education Award recipient, 2004

HOBBIES AND INTERESTS

Writing and recording music; reading; traveling, staying healthy by going to the gym and eating well; community involvement; attending board meetings that I find interesting; volunteering for Urban Plan with ULI New Orleans.

REFERENCES

Marla Nelson, Ph.D., University of New Orleans Professor of Urban Planning, 504-280-3110
Lora Ann Chaisson, Principal Chief, United Houma Nation, Inc., 985-223-3093
Honorable Timothy Ellender, 32nd Judicial District Court Judge, 985-873-6540
Anthony Champagne, Chief Public Defender, Terrebonne Parish Office of the District Public Defender, 985-873-6831

Michael J. Billiot
613 Academy Street
Houma, Louisiana 70360

October 9, 2023

Terrebonne Parish Consolidated Government
Planning Commission
8026 Main Street
Houma, Louisiana 70360

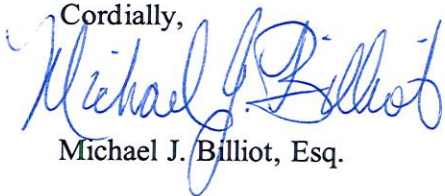
To Whom It May Concern:

This letter shall serve to express my interest in serving on the Terrebonne Parish Planning Commission. I was born and raised in Terrebonne Parish. I remember buying cub scout uniforms from Dupont's and then walking down the street to JC Penney's on Main Street in Houma.

I hold a master's degree in urban planning, and I am a PhD candidate in Urban Studies at the University of New Orleans. Additionally, I hold a JD from Loyola University New Orleans School of Law and a bachelor's degree in English and Philosophy from Tulane University. I serve as General Counsel for the United Houma Nation and Director of Legal Services for the UHN and VA's Legal Services for Veterans' Program.

I live downtown in the City of Houma, where I also own four rental properties. I think I can bring an important perspective to the Commission considering my education and experience in urban planning.

Cordially,



Michael J. Billiot, Esq.

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**TERREBONNE PARISH
COUNCIL**



Wednesday, October 11, 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. 3A BOARD: One (1) expiring term on 11-14-23 and two (2) vacancies.

RECREATION DISTRICT NO. 7: One (1) expiring term on 11-14-23.

CHILDREN AND YOUTH SERVICES BOARD: One (1) expiring term on 11-01-23 (Representing the Office of the District Public Defender 32nd JDC and 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).

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

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

PLANNING AND ZONING COMMISSION: One (1) expiring term on 11-30-23 (Applicant must reside in the City of Houma).

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

HOUMA AREA CONVENTION AND VISITORS' BUREAU: One (1) expiring term on 12-31-23. (Representing a Civic Non-Profit Organization)

DOWNTOWN DEVELOPMENT CORPORATION: Five (5) expiring terms on 11-01-23. (Each representing the following entities: Two (2) representing the Parish Council, one (1) representing the Parish President, one (1) representing the Historical Society and one (1) representing the Garden Clubs).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-23. (Representing the Council)

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

ATTACHMENTS:

Description

Upload Date

Type

“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 **OCTOBER 11, 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: One (1) expiring term on 11-14-23 and two (2) vacancies.

RECREATION DISTRICT NO. 7: One (1) expiring term on 11-14-23.

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: One (1) expiring term on 11-01-23 (Representing the Office of the District Public Defender 32nd JDC and 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: One (1) expired term. (Representing the Parish President).

PLANNING AND ZONING COMMISSION: One (1) expiring term on 11-30-23 and one (1) vacancy due to a resignation. (Both Applicants must reside in the City of Houma).

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

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).

HOUMA AREA CONVENTION AND VISITORS’ BUREAU: One (1) expiring term on 12-31-23. (Representing a Civic Non-Profit Organization)

AIRPORT COMMISSION: One (1) expiring term on 11-28-23.

DOWNTOWN DEVELOPMENT CORPORATION: Five (5) expiring terms on 11-01-23. (Each representing the following entities: Two (2) representing the Parish Council, one (1) representing the Parish President, one (1) representing the Historical Society and one (1) representing the Garden Clubs).

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-23. (Representing the Council)

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, OCTOBER 9, 2023**. A brief résumé and/or letter of interest in serving should also be submitted.

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

Category Number: 7.
Item Number: A.



Wednesday, October 11, 2023

Item Title:

Milford and Associates, Inc.

Item Summary:

Milford and Associates, Inc.

ATTACHMENTS:

Description

Milford and Associates, Inc.

Upload Date

10/5/2023

Type

Report

PROJECT STATUS REPORT (VIA EMAIL khampton@tpcg.org)

October 11, 2023

1. PROJECT: COUNCIL DISTRICT 5

a. Parish Project No.:	<u>23-BRG-10</u>
b. Title:	<u>EAST WOODLAWN</u>
	<u>BRDG REPLACE</u>

2. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	<u>1-JUN-23</u>
b. Type (Hourly, Lump Sum, %)	<u>“LUMP SUM” & %</u>
c. Total Fees (Basic Services)	<u>\$65,700.00</u>

3. PLAN AND PREPARATION STATUS:

a. Study and Reports (%)	<u>100%</u>
b. Preliminary Design (%)	<u>100%</u>
c. Final Design (%)	<u>50%</u>
d. Bidding and Negotiating (%)	<u>0%</u>
e. Construction Admin (%)	<u>0%</u>
f. Estimated Bid Date	<u></u>
g. Estimated Cost of Construction	<u>\$1,038,100.00</u>

4. CONSTRUCTION STATUS:

a. Actual Bid Date	<u></u>
b. Contractor	<u></u>
c. Contract Amount	<u></u>
d. Work Order Issued	<u></u>
e. Total Contract Time (Working Days)	<u></u>
f. Scheduled Completion Date	<u></u>
g. Time Elapse Days (%)	<u>0/0%</u>
h. Project Complete (%)	<u>0%</u>
i. Estimates Paid to Date (\$)	<u>\$0</u>
j. Date of Substantial Completion	<u></u>

5. PROJECT COORDINATOR: MILFORD & ASSOCIATES, INC.

6. REMARKS: PRELIMINARY PLANS ARE SUBMITTED TO THE PARISH FOR REVIEW.

F.E. Milford III, P.E.

Category Number: 7.
Item Number: B.



Wednesday, October 11, 2023

Item Title:

T. Baker Smith

Item Summary:

T. Baker Smith

ATTACHMENTS:

Description

T. Baker Smith

Upload Date

10/5/2023

Type

Report

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MONTHLY STATUS REPORT FOR THE
PARISH COUNCIL MEETING, OCTOBER 11, 2023

PREPARED BY:



JACK E. PLAISANCE
SR. PROJECT MANAGER

OCTOBER 2023

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

October 11, 2023

1. PROJECT COORDINATOR Jack E. Plaisance, Sr. Project Manager

2. PROJECT:

- a. Parish Project No. 01-DRA-44
- b. TBS Project No 2001.0086
- c. Title Mount Pilgrim Forced Drainage Area 6-3-Humphries (District 2)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	December 26,2001
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$856,136.02
2. Current Budgeted Level	\$402,166.00
3. Remaining to be earned at current budgeted level	\$130,030.92
4. Earned to date	\$272,135.08

4. PLAN PREPARATION STATUS:

a. Right-of-way	20%
b. Permits	50%
c. Soil Survey	0%
d. Field Survey	40%
e. Preliminary Plans	50%
f. Final Plans	0%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$3,715,550.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting TPCG Staff direction for when ready to proceed with this project. The permit was withdrawn in July 2019.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

October 11, 2023

1. PROJECT COORDINATOR Jack E. Plaisance, Sr. Project Manager

2. PROJECT:

- a. Parish Project No. 09-DRA-06
- b. TBS Project No 2009.0656
- c. Title Drainage Areas near Lake Boudreaux Freshwater Introduction (District 7)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	October 6, 2009
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$1,032,208.00
2. Current Budgeted Level	\$642,633.00
3. Remaining to be earned at current budgeted level	\$131,230.56
4. Earned to date	\$511,402.44

4. PLAN PREPARATION STATUS:

a. Right-of-way	0%
b. Permits	50%
c. Soil Survey	100%
d. Field Survey	90%
e. Preliminary Plans	100%
f. Final Plans	0%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$6,178,733.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

Additional field surveys were completed in May 2017. TBS submitted revised 30% Design in July 2017 for the North System. TBS is awaiting TPCG Staff direction to proceed with final design of North System and permit acquisition. TBS shall revise Amendment No. 3 upon Notice to Proceed.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

October 11, 2023

1. PROJECT COORDINATOR Jack E. Plaisance, Sr. Project Manager

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0107
- Modeling & Improvements of 1-1B Drainage System Channels (Phase 1C,
- c. Title St. Louis Bayou, Country Estates to US 90)-District 5

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$334,580.00
2. Current Budgeted Level	\$111,147.00
3. Remaining to be earned at current budgeted level	\$14,607.53
4. Earned to date	\$96,539.47

4. PLAN PREPARATION STATUS:

a. Right-of-way	8% (3 of 24)
b. Permits	100%
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$1,283,500.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

October 11, 2023

1. PROJECT COORDINATOR Jack E. Plaisance, Sr. Project Manager

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0100
- 1-1B F.D. System Channel Improvements (Phase 1D) St. Louis Bayou,
- c. Title US 90 to LA 316 (District 5)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$342,440.00
2. Current Budgeted Level	\$126,664.00
3. Remaining to be earned at current budgeted level	\$17,088.28
4. Earned to date	\$109,575.72

4. PLAN PREPARATION STATUS:

a. Right-of-way	35% (9 of 26)
b. Permits	100%
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$1,249,000.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project. Of interest to this project, NLLD completed in-house drainage maintenance and clearing ROWs within and around Acadia SD executed a C.E.A. with TPCG to reduce flooding risk in the area.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

October 11, 2023

1. PROJECT COORDINATOR Jack E. Plaisance, Sr. Project Manager

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0115
- Modeling Improvements of 1-1B F.D. System Channels (Phase 3A, Reach 3)
- c. Title C.C.C. Ditch Widening (District 5)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$319,550.00
2. Current Budgeted Level	\$648,087.13
3. Remaining to be earned at current budgeted level	\$146,245.15
4. Earned to date	\$501,841.98

4. PLAN PREPERATION STATUS:

a. Right-of-way	95%
b. Permits	100%
c. Soil Survey	100%
d. Field Survey	95%
e. Preliminary Plans	100%
f. Final Plans	98%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$1,421,500.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project.
--

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

October 11, 2023

1. PROJECT COORDINATOR Jack Plaisance

2. PROJECT:

- a. Parish Project No. 10-CDBG-WTR-70
- b. TBS Project No 2011.0086
Cedar Grove to Ashland Landfill Levee and Water Control Structure (CDBG)
- c. Title Project

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 26, 2011
b. Type (Hourly, Lump Sum, %)	% Construction, T&M
c. Fees	
1. Total Estimated (Basic & Additional)	\$706,499.30
2. Current Budgeted Level	\$706,499.30
3. Remaining to be earned at current budgeted level	\$280,441.92
4. Earned to date	\$426,057.38

4. PLAN PREPARATION STATUS:

a. Right-of-way	80% (Phase I)
b. Permits	95% (Overall)
c. Soil Survey	50% (Overall)
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95% (Overall)
g. Estimated Bid Date	November 2021 (Phase 1)
h. Estimated Cost of Construction	\$2,566,655.00 (Phases I thru III)

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS met with staff on May 4, 2022, to discuss construction budget, right-of-way, and mitigation. We have continued to engage the Corps and DNR as environmental impacts were determined. As of June 7, 2023, the USACE Regulatory has determined that compensatory mitigation will be required for 14.97 acres of impacts. The Parish is now coordinating with the Corps and assessing the path forward.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

October 11, 2023

1. PROJECT COORDINATOR Jason Chauvin

2. PROJECT:

- a. Parish Project No. 17-OYS-37
- b. TBS Project No 2017.0907
- c. Title Oyster Bed Surge Protection in Lake Chien and Tambour

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	May 2, 2018
b. Type (Hourly, Lump Sum, %)	Lump Sum/T&M
c. Fees	
1. Total Estimated (Basic & Additional)	\$745,272.00 (Phase I)
2. Current Budgeted Level	\$665,272.00
3. Remaining to be earned at current budgeted level	\$138,031.98
4. Earned to date	\$527,240.02

4. PLAN PREPARATION STATUS:

a. Right-of-way	20%
b. Permits	80%
c. Soil Survey	100%
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	TBD
h. Estimated Cost of Construction	TBD (PHASE I)

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARK

95% Design Documents and probable budget were submitted on August 19, 2021. Engineering services are on hold pending approved amendment by the Parish. In June 2022, NFWF has awarded \$5.4 million with TPCG match. TBS submitted a revised proposal in April 2023 to include revised permit applications, finalize construction documents and prepare ROW documents for the Lake Chien portion of the project. TBS continues to coordinate with permitting agencies. The amendment is under review by the Parish. TPCG continues to seek funding for required construction administration costs.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

October 11, 2023

1. PROJECT COORDINATOR Jack Plaisance

2. PROJECT:

- a. Parish Project No.
- b. TBS Project No 2022.1792
- c. Title Barrow Street Pump Station

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	November 3, 2022
b. Type (Hourly, Lump Sum, %)	% Construction, T&M
c. Fees	
5. Total Estimated (Basic & Additional)	\$916,162.50
6. Current Budgeted Level	\$650,537.50
7. Remaining to be earned at current budgeted level	\$496,591.13
8. Earned to date	\$153,946.37

4. PLAN PREPARATION STATUS:

a. Right-of-way	0%
b. Permits	0%
c. Soil Survey	50%
d. Field Survey	82%
e. Preliminary Plans	100%
f. Final Plans	0%
g. Estimated Bid Date	February 2024
h. Estimated Cost of Construction	\$13,820,000.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

Initial field surveys are complete. TPCG administration requested station capacity increase with electric pumps in February 2023. Preliminary plans and renderings are complete. TBS to meet with Public Works/ Administration in October to review the drawings.

Category Number: 8.
Item Number: A.



Wednesday, October 11, 2023

Item Title:

Parish President

Item Summary:

Parish President.

Category Number: 8.
Item Number: B.



Wednesday, October 11, 2023

Item Title:

Council Members

Item Summary:

Council Members.
