TERREBONNE PARISH COUNCIL BUDGET AND FINANCE COMMITTEE

Mr. Dirk J. Guidry Chairman
Mr. Carl Harding Vice-Chairman

Mr. Brien Pledger Member
Mr. Gerald Michel Member
Mr. John Amedee Member
Ms. Jessica Domangue Member
Mr. Darrin W. Guidry Sr. Member
Mr. Daniel Babin Member
Mr. Steve Trosclair Member



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

AGENDA

November 13, 2023 5:35 PM

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on 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

- 1. Approve the co-sponsorship request from the Eastside Day Organization for the Community Thanksgiving Dinner to be held November 19, 2023 from 4:00 p.m. to 7:00 p.m. at the Mechanicville Gym.
- **RESOLUTION:** To award the Request for Proposals (RFPS) received for RFP #23-EMP-37 Disaster Recovery Services (re-advertisement) to DRC Emergency Services, LLC and Lemoine Disaster Services, LLC and authorizing the Parish President and/or his designee to execute the contracts and to provide for related matters.

- **RESOLUTION:** Concurring with Parish Administration to award RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump to Sunbelt Fire Inc.
- **4. RESOLUTION:** Concurring with Parish Administration to award Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumulations and Trash Removal to N.E.A.T. LLC.
- 5. Introduce an ordinance to authorize the Terrebonne Parish President to execute on behalf of the Terrebonne Parish Consolidated Government an intergovernmental agreement with the Houma City Court to grant Houma City Court a right of use of TPCG's building situated at 8046 Main Street, Houma, Louisiana, 70360 in consideration for Houma City Court's continued operation in the parish and call a public hearing on said matter on Wednesday, November 29, 2023, at 6:30 p.m.
- **6.** Introduce 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. Road Lighting District 2, \$50,000
 - II. Houma Fire Department, \$100,000
 - III. City Court, \$354,164
 - IV. Emergency Preparedness Department-EMPG, \$29,747

and calling a public hearing on said matter on November 29, 2023, at 6:30 pm

7. To review the 2024 Proposed Budget for the following departments/agencies:

District Attorney

Criminal Court Fund

Clerk of Court

Dedicated Emergency Fund

Office of Coastal Restoration/Preservation

Sales Tax Fund

Terrebonne Levee & Conservation District

Bayou Country Sports Park

Civic Center

Debt Service Funds

City Marshal

Health Unit

Mental Health

Risk Managment

Group Insurance

Human Resources

Parish Farm Agent

8. Adjourn

Category Number: Item Number:



Monday, November 13, 2023

Item Title: INVOCATION			
Item Summary: INVOCATION			

Category Number: Item Number:



Monday, November 13, 2023

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary: PLEDGE OF ALLEGIANCE

Category Number: Item Number: 1.



Monday, November 13, 2023

Item Title:

Co-sponsorship - Community Thanksgiving Dinner

Item Summary:

Approve the co-sponsorship request from the Eastside Day Organization for the Community Thanksgiving Dinner to be held November 19, 2023 from 4:00 p.m. to 7:00 p.m. at the Mechanicville Gym.

ATTACHMENTS:

DescriptionUpload DateTypeCosponsorship Application10/27/2023Application

From: <u>rashadrainey15@gmail.com</u>

To: <u>Leilani Adams; Tammy Triggs; Keith Hampton; Cheryl Lirette</u>

Subject: New Co-Sponsorship Application - Terrebonne Parish Consolidated Government

Date: Tuesday, October 24, 2023 12:06:44 PM



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Requesting Use Yes

of the Parish

Seal?

Event Name: Community Thanksgiving Dinner

Location: 2814 Percy Gabriel In. Houma, La 70363 Mechanicville Gym

Date(s) of 11/19/2023 (4:00 PM - 7:00 PM)

Event:

Reason for Co- This is a community service event open to the public. We will prepare

Sponsorship: a thanksgiving style menu to serve to the community in a dine in

fashion. The purpose of this event is for community involvement. This is a time to give thanks and support those who may not have a large

family during these times.

Services / Insurance

Resources Needed:

Additional Non-profit organization? YES

Details Selling Tickets? NO

Organization: Eastside Day

Authorized Rashad Rainey (Director)

Representative:

Contact Person: *** Same as above ***

Mailing47 Killarney LoopAddress:Houma, LA 70363Daytime Phone(985) 860-2532

Number:

E-mail: rashadrainey15@gmail.com

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at <a href="https://decembers.org/lease-contact-noise/besses-contact-noise



Monday, November 13, 2023

Item Title:

RESOLUTION, to award the Request for Proposals (RFPS) received for RFP #23-EMP-37 Disaster Recovery Services (re-advertisement) to DRC Emergency Services, LLC and Lemoine Disaster Services, LLC

Item Summary:

RESOLUTION: To award the Request for Proposals (RFPS) received for RFP #23-EMP-37 Disaster Recovery Services (re-advertisement) to DRC Emergency Services, LLC and Lemoine Disaster Services, LLC and authorizing the Parish President and/or his designee to execute the contracts and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	11/3/2023	Executive Summary
Resolution	11/3/2023	Resolution
Proposal Forms	11/3/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION, to award the Request for Proposals (RFPS) received for RFP #23-EMP-37 Disaster Recovery Services (re-advertisement) to DRC Emergency Services, LLC and Lemoine Disaster Services, LLC and authorizing the Parish President and/or his designee to execute the contracts and to provide for related matters.

PROJECT SUMMARY (200 WORDS OR LESS)

This is to provide disaster recovery services.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Contracts would be activated should a hurricane, tornado, ice storm, or other emergency event impact Terrebonne Parish and require response beyond the capability of local resources which includes additional products, services and personnel resources.

TOTAL EXPENDITURE NONE- Until Contract is Activated					
	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
	ACTUAL ESTIMATED				
	IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	Requirements Contract	

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

Sharon Clis	November 3, 2023
Sharon Ellis, Purchasing/Warehouse Manager	Date

OFFERED BY: SECONDED BY:
RESOLUTION NO:
RESOLUTION , to award the Request for Proposals (RFPS) received for RFP #23-EMP-37 Disaster Recovery Services (re-advertisement) to DRC Emergency Services, LLC and Lemoine Disaster Services, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.
WHEREAS , proposals were received on September 20, 2023, for Disaster Recovery Services (re-advertisement), and
WHEREAS, after reviewing the proposals submitted, it is recommended that a contract be awarded to DRC Emergency Services, Inc and Lemoine Disaster Services, LLC, , and
WHEREAS, the Parish Administration concurs with this recommendation and recommends the contract be awarded to DRC Emergency Services, LLC and Lemoine Disaster Service, LLC, and
NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish President be and is hereby authorized to contract for Disaster Recovery Services with DRC Emergency Service, LLC and Lemoine Disaster Service, LLC in accordance with the proposals submitted on September 20, 2023.
BE IT FURTHER RESOLVED that the Parish President and/or his designee and all other appropriated parties be, and they are hereby authorized to execute any and all contract documents associated herewith.
THERE WAS RECORDED:
YEAS:
NAYS:
NOT VOTING:
ABSENT:

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

ATTACHMENT OFFICIAL PROPOSAL FORM PROPOSAL # 23-EMP-37 Disaster Recovery Services (Re-advertisement)

Proposers must acknowledge all addenda. The proposer acknowledges receipt of the following ADDENDA: (Enterthe number assigned
to each addendum on the following line)
SUBMITTED BY: Kristy Fuentes
PROPOSER: DRC Emergency Services, LLC
SIGNED: Mys futulls
NAME (PRINT): Kristy Fuentes
TITLE: Vice President/Secretary/Treasurer
ADDRESS: 111 Veterans Boulevard, Suite 401
CITY / STATE: Metairie, LA
TELEPHONE: (888) 721-4372
FAX: (504) 482-2852
EMAIL ADDRESS: Kfuentes@drcusa.com

^{**} Signature Authorization. *(Required)* Written evidence of the person signing the proposal shall be submitted at the time of submission.

ATTACHMENT OFFICIAL PROPOSAL FORM PROPOSAL # 23-EMP-37 Disaster Recovery Services (Re-advertisement)

Proposers must acknowledge all addenda. The proposer acknowledges receipt of the following ADDEND	A: (Enterthe number assigned
to each addendum on the following line) $\frac{1}{2}$.	
SUBMITTED BY:	
PROPOSER: Lemoine Disaster Recovery, L.L.C.	
SIGNED: WALK	
NAME (PRINT):	
President of LEMOINE Disaster Services TITLE:	
ADDRESS:	
CITY / STATE: Baton Rouge, LA 70802	
TELEPHONE: (225) 383-3710	
FAX: (225) 383-3978	· ·
EMAIL ADDRESS:disaster@1lemoine.com	

ATTACHMENT OFFICIAL PROPOSAL FORM PROPOSAL # 23-EMP-37 Disaster Recovery Services /(Re-advertisement)

/Proposers must acknowledge all addenda. The proposer acknowledges receipt of the following ADDENDA: (Enterthe number 1) (Enterthe number 2) (Ente
assigned to each addendum on the following line) Addenda 1 23EMP37 9/8/2023
SUBMITTED BY: Cotton Commercial USA Inc
PROPOSER: Cotton Commercial USA Inc
SIGNED:
NAME (PRINT):
TITLE: President
ADDRESS:5443 Katy Hockley Cut Off Road
CITY / STATE: Katy, Tx 77493
TELEPHONE: (877) 427-4927
FAX: () N/A
EMAIL ADDRESS: <u>JamesS@cottonteam.com</u>

ATTACHMENT OFFICIAL PROPOSAL FORM PROPOSAL # 23-EMP-37 Disaster Recovery Services (Re-advertisement)

$Proposers\ must\ acknowledge\ all\ addenda.\ The\ proposer\ acknowledges\ receipt\ of\ the\ following\ \textbf{ADDENII}$	DA: (Enterthe number assigned
to each addendum on the following line) No. 1.	
SUBMITTED BY: Rachel Hutchinson	
PROPOSER: Grand Isle Shipyard, LLC	
SIGNED:	1
NAME (PRINT): Brad Pregeant	
TITLE: Vice President	
ADDRESS:18838 Highway 3235	
CITY / STATE: Galliano, LA 70354	
TELEPHONE: (985) 475-5238	
FAX: (985) 475-7014	
EMAIL ADDRESS:proposals@gisy.com	

ATTACHMENT OFFICIAL PROPOSAL FORM PROPOSAL # 23-EMP-37 Disaster Recovery Services (Re-advertisement)



Monday, November 13, 2023

Item Title:

RESOLUTION: Award RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump to Sunbelt Fire Inc.

Item Summary:

RESOLUTION: Concurring with Parish Administration to award RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump to Sunbelt Fire Inc.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/7/2023	Executive Summary
Resolution	11/7/2023	Resolution
Support Material	11/7/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Award RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump to Sunbelt Fire Inc.

PROJECT SUMMARY (200 WORDS OR LESS)

To contract with Sunbelt Fire Inc. for the Purchase of One (1) 75' Aerial Ladder Fire Apparatus with Pump

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The new fire truck will replace unit 413 a 2000 E-One 75' ladder truck

			TOTAL EXPENDITURE	
-1 3/9/ -	4	17 79 7	\$1,199,105.00	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		AMC	UNT SHOWN ABOVE IS: (C	IRCLE ONE)
ACTUAL				ESTIMATED
		IS PRO.	ECT ALREADY BUDGETED:	(CIRCLE ONE)
N/A	NO	YES	IF YES, AMOUNT BUDGETED:	\$1,250,000.00

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

Sharon Ellis, Purchasing/Warehouse Manager

Date

11-7-2023

OFFERED	BY:
SECONDE	D BY:

RESOLUTION NO: 23-

A resolution authorizing the Terrebonne Parish Consolidated Government (TPCG) to contract with Sunbelt Fire Inc. for Request for Proposal (RFP) 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump for the Houma Fire Department

WHEREAS, one submittal was received by the TPCG on October 31, 2023 for the RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump for the Houma Fire Department, and

WHEREAS, after careful review by the Purchasing Division and the Houma Fire Department, it has been determined that Sunbelt Fire Inc. complied with the requirements and specifications of the RFP, and recommends the acceptance of their submittal in the amount of One Million, One Hundred Ninety-Nine Thousand, One Hundred and Five Dollars (\$1,199,105.00), and

WHEREAS, Parish Administration concurs with the recommendation that Sunbelt Fire Inc. be awarded for RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump at the aforementioned price, as per attached documents.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish Administration be accepted and hereby authorized the contract for the 75' Aerial Ladder Fire Apparatus, as per attached documents.

BE IT FURTHER RESOLVED that the Parish President or his designee and all other appropriate parties be hereby authorized to execute all contract documents associated herewith.

THERE WAS RECORDED:		
YEAS:		
NAYS:		
NOT VOTING:		
ABSENT:		
The Chairman declared the resolution adopted this	day of	. 2023

Bid Cover Sheet

Bid Name: RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump

Bid(s) Received: 1

Bid Date: 10/31/2023

Bids Opened By:

Gina Bergeron

Bidder's Name:	Amount:	Check:	Bond:
Sunbelt Fire Inc.	\$1,199,105.00		119910.50
•			
	• •		
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	•		
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	en e		
	4 4		
Award Bid To:	Amount: .00)	

Purshasing Department Comments:

One proposal was submitted. After careful review by the evaluation team, it has been determined that the submittal of Sunbelt Fire Inc. meets the minimum requirements and adheres to the specifications of the RFP. The file is being circulated for further approval per the results of the evaluation.

Purchasing Bid Form Listing > Maintenance Bid: '8037'

<- Return to List Approval Details Printer Version Bid Form Id: 8037 Bid Name: RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial La * Bids Opened By: Gina Bergeron * Department: Public Safety * Division: Bid Type: **Bid Cover Sheet** Approval 1. Department Head - approved on 11/06/2023 by chenry Sequence: 2. Chief Financial Officer - approved on 11/06/2023 by kmauldin 3. Parish Manager - approved on 11/06/2023 by mctoups 4. Parish President - approved on 11/06/2023 by ladams 5. Purchasing Manager - approved on 11/06/2023 by purh08 * Date: 10/31/2023 (mm/dd/yyyy) Related New 75' Ladder Truck to replace current apparatus that is a 2000 75' L... RFB: Charge 204-222-8914-02 Account: Estimated 1250000.00 Price: Amount .00 Budgeted: Status: Complete Comments: One proposal was submitted. After careful review by the evaluation team, it has been determined that the submittal of Sunbelt Fire Inc. meets the minimum requirements and adheres to the specifications of the RFP. The file is being circulated for further approval per the results of the evaluation. 1. Award Bid To: Award .00

Bidders:

Amount:

* Name: S

Sunbelt Fire Inc.

* Amount:

1199105.00

Remove Bidder Entry

* Check: 0

* Bond: 119910.50

Add New Bidder

Additional Departments

Department	Division			ChargeAccount	
Documents:	DOC110623-11062023084212.pdf - Added By Gina Bergeron (purh05) Evaluation Score Sheet and RFP documents		Edit	Delete	
		ew Document			
Save Changes	* Denotes required fields.				
	Bid added by Gina Bergeron on 1	1/06/2023			

RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump Evaluation Committee Score Sheet

Category / Description	Points Available	Sunbelt Fire Inc.
Adherence to the Specification	40	40
Technical Approach	10	10
References	10	10
Price Proposal	40	35
	Total Score:	95

Comm	ittee	Mem	bers:

X Chief Cong Hung

· Bage

V

"Official Price Proposal Form"

RFP 23-FIRE-75 Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump

Delivery of the Fire Apparatus shall be made in ______Calendar Day After Receipt of Order (ARO)

Item#	Qty.	Item Description	Make/Model/Brand Proposed	Unit Price
1	1	Purchase of One (1) New/Unused 75' Aerial Ladder Fire Apparatus with Pump	E-ONE HP75 Aerial Ladder on a Custom E-ONE Typhoon Chassis	\$ 1,199,105.00

Pricing Written in Words: One Million One Hundred Ninty-nine Thousand One Hundred Five Dollars and Zero Cents

Proposers must acknowledge all addenda. The proposer acknowledges receipt of the following ADDENDA: (Enter the number assigned to each addendum on the following line)

CORPORATE RESOLUTION

BE IT RESOLV meeting duly	ED by the Board of assembled,	Directors of	Sunbelt Fire, I	nc. in a
that	Matthew G. Nettles	(name),	
hereby autho Corporation contracts wh services for stipulations	nancial Officer prized, empowered, to negotiate for a which this Corporation us the Corporation us the Corporation the Corporation.	and directed fond sign any and on might enter nder such term	or and on behalf d all bid proposa into for the fur s, conditions, an	of the ls and/or nishing of d

hereby certi Resolution u said Corpora which meetin thereon and	McLendon (name fy that the above manimously adopted ation held on the gall members of that said Resoluticion, and the same	and foregoing at a meeting and a meeting and an armount of the Board of Di on has been sp	is a true and cor of the Board of D October rectors were pres read upon the min	rect copy of irectors of
	SUGNATURE this 27 Alabama :	th day of	October ,	2023 at
Risa	Melendr			
Secretary				



(https://www.sos.la.gov/Pages/default.aspx)
Search for Louisiana Business Filings

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Print Detailed Record

Name

Type

City

Status

SUNBELT FIRE, INC.

Business Corporation (Non-Louisiana)

FAIRHOPE

Active

Previous Names

SUNBELT FIRE APPARATUS, INC. (Changed: 6/30/2003)

Business:

SUNBELT FIRE, INC.

Charter Number:

34899828F

Registration Date:

3/2/2000

Domicile Address

8050 MCGOWIN DR.

FAIRHOPE, AL 36532

Mailing Address

8050 MCGOWIN DR.

FAIRHOPE, AL 36532

Principal Business Office

8050 MCGOWIN DR.

FAIRHOPE, AL 36532

Registered Office in Louisiana

2466 BAYOU BLUE ROAD

HOUMA, LA 70364

Principal Business Establishment in Louisiana

2466 BAYOU BLUE RD

HOUMA, LA 70364

Status

Status:

Active

Annual Report Status: In Good Standing

Qualified:

3/2/2000

Last Report Filed:

2/2/2023

Type:

Business Corporation (Non-Louisiana)

Registered Agent(s)

Agent:

TOMMY CHAMPAGNE

Address 1:

2466 BAYOU BLUE ROAD

City, State, Zip: HOUMA, LA 70364

Appointment

3/2/2000

Date:

Session will expire in 4:38

Additional Officers: No

Officer:

SLADE M. MCLENDON, SR.

Title:

Officer

Address 1:

500 MYRTLE AVE. City, State, Zip: FAIRHOPE, AL 36532

Officer:

THOMAS E. MCLENDON, III

Title:

Director

Address 1:

18269 COLONY DRIVE

Address 2:

UNIT 801

City, State, Zip: FAIRHOPE, AL 36532

Officer:

RHONDA J. MCLENDON

Title:

Director

Address 1:

602 BON SECOUR City, State, Zip: FAIRHOPE, AL 36532

Officer:

LISA MCLENDON

Title:

Secretary/Treasurer

Address 1:

416 FORESTER AVE

City, State, Zip: FAIRHOPE, AL 36532

Amendments on File (1)

Description			Date	
Name Change			6/30/2003	
	Back to Search Results	New Search	View Shopping Cart	•

© 2023 Louisiana Department of State

Business Structure Form

SUBMITTED ON	1, <u>27 Oct</u> 202 <u>3</u>	
If Proposer is:		
An Individual		
Ву:		(SEAL)
	(Firm's Name)	
	(Authorized Representative Name)	
	(Signature)	
	5 ₀	
A Corporation		
387 (A.		
By:	Sunbelt Fice, Inc (Corporation's Name)	(SEAL)
	Alabama	
	(State of Incorporation)	
	(Authorized Representative Name and Title)	
	Mal Class CIA	
	(Signature)	
	Attest: hisa Mchundn	(Corporate Seal)
	(Secretary)	(Corporate Sear)
	Date of qualification to do business is 3/2	2/1983
	Tues or quantitation to do business is	
A Joint Venture	or Partnership	
Ву		(SEAL)
	(Name)	
	(Signature)	
	(Address)	
	(Address)	
	(Address)	



Monday, November 13, 2023

Item Title:

RESOLUTION: Award Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumulations and Trash Removal to N.E.A.T. LLC

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumulations and Trash Removal to N.E.A.T. LLC.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/7/2023	Executive Summary
Resolution	11/7/2023	Resolution
Support Material	11/7/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Award Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumulations and Trash Removal to N.E.A.T. LLC

PROJECT SUMMARY (200 WORDS OR LESS)

To contract with N.E.A.T. LLC for Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumulations and Trash Removal at the unit prices on the attached listing

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To protect the health, safety and welfare of the general public. The contractor will furnish labor, supplies, and equipment for the cutting of grass and cleaning of debris / trash from lots and open land throughout the Parish by authorization of TPCG Ordinance # 8126.

TOTAL EXPENDITURE

The total expenditure, using unit prices, will be based on the number of work orders issued and the extent of work each property requires for the size and severity of accumulation

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

7

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

2

IF YES AMOUNT BUDGETED:

\$140,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

4

PARISHWIDE

3

5

6

8

9

Sharon Ellis, Purchasing/Warehouse Manager

Date

OFFERED BY:
SECONDED BY:
RESOLUTION NO
WHEREAS, on November 6, 2023 bids were received by the Terrebonne Parish Consolidated Government (TPCG) for Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumulations and Trash Removal for the Nuisance Abatement Division of the Planning and Zoning Department, and
WHEREAS , after careful review by the Purchasing Division and the Nuisance Abatement Division it has been determined that the sole bid of N.E.A.T. LLC is qualified and should be accepted for unit prices on the attached listing, and
WHEREAS, The initial contract term shall be for a one (1) year period from or about January 5, 2024 or the date noted within the Notice of Award. Subject to the availability of funds appropriated, the contract may be extended, at TPCG's option, for two (2) additional one (1) year periods provided there is no change in the terms, conditions, specifications, and pricing structure. Such an extension may be granted if the contractor has adequately performed in accordance with the requirements of the contract during the initial term, and
WHEREAS, Parish Administration has concurred with the recommendation that the bid of N.E.A.T. LLC be accepted for Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumulations and Trash Removal as per attached documents.
NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be accepted for grass cutting and trash removal of offensive accumulations as per attached documents.
BE IT FURTHER RESOLVED, that the Parish President or his designee and all other appropriate parties be hereby authorized to execute all contract documents associated herewith.
THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
ABSENT:
The Chairman declared the resolution adopted this day of, 2023.

Bid Cover Sheet

Bid Name:

Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumulations and Trash Removal

Bid(s) Received: Bid Date: 11/06/2023 **Bids Opened By:** Gina Bergeron Bidder's Name: Amount: Check: Bond: N.E.A.T. LLC \$28,372.50 0.00 Award Bid To: Amount: **Purshasing Department Comments:** One bid was submitted. The sole bidder, N.E.A.T. LLC, provided all the proper documentation as required by the "Instructions for Bidders." The file is being forwarded to the requesting Division for review and award recommendation.

Purchasing Bid Form Listing

TPCG Secure Login

Gina Bergeron - gbergeron@tpcg.org Main Menu Help Logout

Purchasing Bid Form Listing > Maintenance Bid: '8038'

<- Return to List

Approval Details

Printer Version

1.

Bid Form Id:

8038

Bid Name:

Bid 23-PLAN-76 Contract for Grass Cutting of Offensive Accumu

* Bids Opened By:

Gina Bergeron

* Department:

Planning and Zoning

* Division:

Bid Type:

Bid Cover Sheet

Approval

1. Division Head - approved on 11/06/2023 by perm04

Sequence:

2. Department Head - approved on 11/06/2023 by perm04

3. Chief Financial Officer - approved on 11/07/2023 by kmauldin

4. Parish Manager - approved on 11/07/2023 by mctoups

5. Parish President - approved on 11/07/2023 by ladams

6. Purchasing Manager - approved on 11/07/2023 by purh08

* Date:

11/06/2023

(mm/dd/yyyy)

Related

RFB:

Code enforcement grass cutting, junk, and trash removal on improved an...

Charge

Account:

151-195-8353-16

Estimated

140000.00

Price:

Amount

Budgeted:

.00

Status:

Complete

Comments:

One bid was submitted. The sole bidder, N.E.A.T. LLC, provided all the proper documentation as required by the "Instructions for Bidders." The file is being forwarded to the requesting Division for review and award

recommendation.

Award Bid

To:

Award

.00

Amount:

Bidders:

* Name:

N.E.A.T. LLC

Remove Bidder Entry

* Amount: 28372.50

* Check:

0

* Bond:

0.00

Add New Bidder

Additional Departments

Department	Division		Charg	eAccount
Documents:	DOC110623-11062023135017.pdf - Added By Gina Bergeron (purh05)	Bid Documents with pricing	Edit	Delete
	Add New D	ocument		
Save Changes	* Denotes required fields.			
	Bid added by Gina Bergeron on 11/06/2	2023		

OFFICIAL BID FORM SECTION "A"

TO:	TPCG Planning & Zoning Grass Cutting of Offensive Accumulations Post Office Box 2768 Houma, LA 70361	FROM: PHONE: EMAIL:	N.E.A.T owner- 985 860- Captain	David L		ai).c
	Bid 23-PLAN-76 Contract for Grass Cut	ting of Offe	ensive Accumulat	ions and Tras	sh Removal	
the Bid Bidding accomp	dersigned bidder hereby declares and reproduing Documents, b) has not received, relied to Documents or any addenda, c) hereby problish the services required herein, all in straining Division and dated September 2023.	d on, or ba poses to p	sed his bid on any rovide all labor, e	verbal instru quipment, ma	uctions contrar aterials and sup	y to the plies to
Bidders numbe	s must acknowledge all addenda. The Bidd or assigned to each of the	er acknow <i>addend</i>		the following <i>Bidder</i>	g Addenda: (Er is acknowl	
NAME	OF BIDDER: David Lyons				_	
ADDRE	SS OF BIDDER: 9076 Main ST	T			-	
	Houma 1, 703	360				
NAME	OF AUTHORIZED SIGNATORY BIDDER (type	or print):	David L	Vons	_	
SIGNA	TURE OF AUTHORIZED SIGNATORY BIDDER	Da	Thyon			
TITLE C	OF AUTHORIZED SIGNATORY BIDDER:	Wmqe	.5			
DATE:_	11-4-23					
The second second	re Authorization. (Required by ALL bidder ted at the time of bidding, in accordance w			person signir	ng the bid SHAI	.L be

OFFICIAL BID FORM SECTION "A" (continued) Bid Prices

Company Name: N.E.A.T. LLC.

Item No.	Estimated Hours	Item Description	Unit Price	Extended Price
1	200	Labor for trash picking and associated duties	\$32,50	\$6,500
EXTENDE	D PRICE OF ITEM 1 W	<mark>ritten in Words</mark> :		
_Six	Thousand : A	rive Hundred D	ollars	
2	50	Front end Loader (1/2 cubic Yard bucket minimum) or Equivalent with Operator	\$ 56.75	\$ 2,837.50
3	300	Tractor w/Bush hog (5' minimum width) or Equivalent with Operator	\$ 42.50	s.·12,750
4	50	Dump Truck (8 cubic yards minimum) with Driver	\$25.00	s. 1,250°°
5	100	Riding Lawn Mower (10 H.P. minimum) with Operator	\$ 25.00	\$ 2,500"
6	50	Push Lawn Mower (3.5 H.P. minimum) with Operator	\$ 3.50	\$ 175.06
7	10	D-4 Bulldozer or equivalent with Operator	\$1,00	\$ 10.00
8	50	Weed Eater or Edger with Operator	\$ 37.50	\$ 1,875,00
9	10	Excavator: 0-50 HP with operator	\$ 25.66	\$ 250.00
10 -	10	Skid Steer with Bush Hog with operator	\$ 20.00	\$ 200,00
11	1	Mobilization/Show-up Fee	\$25.00	\$ 25.00
12	As required	All other tools/supplies at no cost to TPCG	N/C	N/C

OFFICIAL BID FORM SECTION "A" (continued) Bid Prices

Company Name: N.E.A.T. LLC.
EXTENDED PRICE of ITEMS 2-11 (Written Numerically) \$ 21, \$72.50
EXTENDED PRICE of ITEMS 2-11 (Written in Words) Twenty One thousand
eight Hundred Seventy Two Dollars: FiFty cents
TOTAL BID AMOUNT OF ALL ITEMS COMBINED: ITEMS 1-11 (Written Numerically) \$ 28,372,50
TOTAL BID AMOUNT OF ALL ITEMS COMBINED: ITEMS 1-11 (Written in Words) Twenty Fight
thousand three Hundred Seventy two Dollars: Fifty cents

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit price stated in the bid.

R. Kyle Ardoin Secretary of State



LIMITED LIABILITY COMPANY

ANNUAL REPORT

For Period Ending 6/16/2023





Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

42695826 K

N.E.A.T. LAWN AND PRESSURE WASHING SERVICE L.L.C.

C/O DAVID LYONS 9076 MAIN ST. HOUMA, LA 70363 (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

Registered Office Address in Louisiana

(Do not use P. O. Box)

9076 MAIN ST.

HOUMA, LA 70363

Federal Tax ID Number

Our records indicate the following registered agents for the company. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE.

DAVID LYONS

9076 MAIN ST. HOUMA, LA 70363

ry Signature	Date	New Registered Agent Signature
	ry Signature	New Registered Agent Signature

O. Box. If additional space is needed attach an addendum. Officer titles, such as president or secretary are not acceptable.

DAVID LYONS

9076 MAIN ST. HOUMA, LA 70363

Member

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.

SIGN -

To be signed by a manager, member, or agent Phone Date Davidlyons Owner 11/05/2023 (SIGNED ELECTRONICALLY) Signee's address (For Office Use Only) **Email Address** ON FILE

Enclose filing fee of

\$30.00

Return by:

6/16/2023

Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple

web site: www.sos.louisiana.gov

DO NOT STAPLE

To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704

1



LOUISIAN A DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIK DVM, COMMISSIONER
Agricultural & Environmental Sciences, 5825 Florida Blvd., Sulic 1992, Baton Rauge, I.A. 70806, (225) 952-3180, FAX (225) 925-3760

HORTICULTURE REGISTRATION:

DAVID B LYONS SR

Date: 12/29/2022

LDAF ID: 170158

LICENSE(S): LANDSCAPE HORTICULTURIST 23-4585

Please verify information for correctness. If changes are necessary, make corrections and promptly return to issuing agency.

 $\overline{\Sigma}$

LOUISIAN A DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DYM, COMMISSIONER

Agriculturul & Environmontal Sciences, 5825 Florida Blvd., Suite 3002, Baton Rouge, LA 70806, (225) 922-8190,FAX (225) 925-3760

Be it known, that effective 2/1/2023 through 1/31/2024 having complied with all relevant requirements of the Louisiana Revised Statutes, the individual named below is hereby licensed in the following profession(s):

LICENSE(S): LANDSCAPE HORTICULTURIST 23-4585

9076 MAIN ST **HOUMA LA 70363** DAVID B LYONS SR

DISPLAY IN A PROMINENT PLACE

Commissioner

9170158

LDAF ID:



Monday, November 13, 2023

Item Title:

Right of Use - City Court

Item Summary:

Introduce an ordinance to authorize the Terrebonne Parish President to execute on behalf of the Terrebonne Parish Consolidated Government an intergovernmental agreement with the Houma City Court to grant Houma City Court a right of use of TPCG's building situated at 8046 Main Street, Houma, Louisiana, 70360 in consideration for Houma City Court's continued operation in the parish and call a public hearing on said matter on Wednesday, November 29, 2023, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/7/2023	Executive Summary
Ordinance	11/7/2023	Ordinance
Backup	11/7/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Right of Use Agreement – Houma City Court

PROJECT SUMMARY (200 WORDS OR LESS)

An ordinance to authorize the Terrebonne Parish President (or administration) to execute on behalf of the Terrebonne Parish Consolidated Government an intergovernmental agreement with the Houma City Court to grant Houma City Court a right of use of TPCG's building situated at 8046 Main Street, Houma, Louisiana, 70360 in consideration for Houma City Court's continued operation in the parish

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

TOTAL EXPENDITURE \$0						
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)									
	1	2	3	4	5	6	7	8	9

S	/Kandace M. Mauldin, CFO	<u>-</u>	11/7/2023
Signature		Date	

AN ORDINANCE TO AUTHORIZE THE TERREBONNE PARISH PRESIDENT (OR ADMINISTRATION) TO EXECUTE ON BEHALF OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUMA CITY COURT TO GRANT HOUMA CITY COURT A RIGHT OF USE OF TPCG'S BUILDING SITUATED AT 8046 MAIN STREET, HOUMA, LOUISIANA, 70360 IN CONSIDERATION FOR HOUMA CITY COURT'S CONTINUED OPERATION IN THE PARISH

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and

WHEREAS, Section 1-05 of the Terrebonne Parish Charter in its pertinent part 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 furthermore, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

WHEREAS, pursuant to statute, the Terrebonne Parish Consolidated Government recognizes its legal obligation to provide for a suitable building for the sitting of the Courts within the Parish; and

WHEREAS, TPCG owns the building and facilities at 8046 Main Street, Houma, Louisiana, 70360, in which TPCG provides City Court with office space/facilities to conduct the business of City Court; and

WHEREAS, the above parties believe that this serves a necessary public purpose and that the right of use terms of the agreement attached to this Ordinance and incorporated herein are suitable for the parties to jointly maintain the facilities and services of a City Court in the city of Houma, parish of Terrebonne; and

NOW THEREFORE, be it ORDAINED that

Section I

The Terrebonne Parish President (or Administration) is hereby authorized to execute an intergovernmental agreement on behalf of the TPCG to grant a right of use of the building located at 8046 Main Street, Houma LA 70360, to the Houma City Court for continued operations of a city court in the parish of Terrebonne, under terms and conditions materially similar to those in the attached agreement, subject to approval by the Terrebonne Parish legal department.

Section II

The Parish President (or Administration) is authorized to execute any acts necessary or reasonable to facilitate the grant of right of use of the said facilities to the City Court.

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:		
ADSENT.		
The chairman declared the ordinance adopted on this, the_	day of	2023.
	Chairwoman	
	Terrebonne Par	rish Council
Council Clerk		
Terrebonne Parish Council		
Date and time delivered to Paris	sh President:	
approved	V	retoed
Gordon E. Dove, Parish Pr Terrebonne Parish Consolidated		
Date and time return to Coun	ncil Clerk:	
I, Council Clerk for Terrebonne Parish Council, do hereby correct copy of an ordinance adopted by the assem2023, at which meeting a quorum was parts.	nbled council in	
Given under my official signature and seal of this office of 2023.	on this day	of
Council Clerk Terrebonne Parish Council		

STATE OF LOUISIANA

PARISH OF TERREBONNE

INTERGOVERNMENTAL RIGHT OF USE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND HOUMA City Court

Be it know that on the dates inscribed below, and in the presence of the undersigned Notary(ies) Public, came and appeared:

1. Parties

1.1.	Terrebonne	Parish	Consolidated	Government	(hereinafter	"TPCG"), a	political
subdiv	vision of the st	ate of Lo	uisiana, whose	mailing address	is PO Box 27	768, Houma L	A 70361,
repres	ented herein l	oy its Pa	rish President,	Gordon E. Do	ve, by virtue	of Terrebonn	ie Parish
Counc	cil Ordinance	No	,or his du	ly authorized o	designee, Mic	hael C. Toup	s, Parish
Manag	ger, by virtue	of that	certain Act of	Designation fil	ed for record	in Terrebonr	e Parish
Conve	eyance Entry N	lo. 16270	89; and				

1.2. **Houma City Court** ("City Court"), a political subdivision of the State of Louisiana, herein represented by Matthew H. Hagen, Chief Judge of Houma City Court;

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

2. Preambles

- 2.1. WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and
- 2.2. WHEREAS, Section 1-05 of the Terrebonne Parish Charter in its pertinent part 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 furthermore, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,
- 2.3. WHEREAS, pursuant to statute, the Terrebonne Parish Consolidated Government recognizes its legal obligation to provide for a suitable building for the sitting of the Courts within the Parish; and
- 2.4. WHEREAS, TPCG owns the building and facilities at 8046 Main Street, Houma, Louisiana, 70360, in which TPCG provides City Court with office space/facilities to conduct the business of City Court; and
- 2.5. WHEREAS, the above parties believe that this serves a necessary public purpose and that the right of use terms of this agreement are suitable for the parties to jointly maintain the services of a City Court in the city of Houma, parish of Terrebonne; and
- 2.6. NOW THEREFORE, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and Houma City Court, each represented by the

undersigned, duly authorized to acting herein pursuant to their respective authority, agree to the following:

3. Grant of Right of Use and Term

3.1. TPCG hereby grants City Court the right to use that certain immovable property, and all improvements and facilities thereon, more fully described as:

Lot 179.57' on south side of East Main Street by depth of 214.48' on west side of Gabasse Street being part of Lots 1 and 2, Block 54, Gabasse Addition to City of Houma, in the parish of Terrebonne, state of Louisiana (CB 1973/66);

situated at 8046 Main Street, Houma, Louisiana, 70360, identified by the Terrebonne Parish Tax Assessor as Parcel No. 21724;

hereinafter referred to as "Courthouse."

- 3.2. TPCG may allocate additional parking spots to City Court in the Government Tower Parking Facility located adjacent to and immediately behind the Courthouse based on need. Any parking spots so allocated shall be included under the definition of "Courthouse" for purposes of the parties' insurance obligations herein. Any or all parking allocated to City Court may be subject to reallocation should the spots become necessary for a different use by TPCG.
- 3.3. TPCG shall provide and install all letters and numerals on or about the entrance to the Courthouse. All such letters and numerals shall be in the Courthouse's standard graphics and in accordance with applicable law. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Courthouse, or which otherwise may be visible from outside the Courthouse, unless approved in writing by TPCG. TPCG shall maintain in a segment of the Courthouse a building directory containing occupants' names and locations within the Courthouse.
- 3.4. Notwithstanding any provision of this Agreement to the contrary, all space provided to City Court at this location may be subject to reallocation or revocation should the premises become necessary for a different use by TPCG.

4. Consideration

In consideration of City Court's right of use of the Courthouse, City Court agrees as follows:

- 4.1. It was the previous agreement between TPCG and City Court, in consideration for the right of use, City Court would pay to TPCG an annual rental equal to the fees levied in accordance with the Parish Code not to exceed \$20.00 per civil filing and per criminal conviction as allowed for in Act 901 of the 1999 Louisiana Legislative Session, Amended with Act 518 in 2003. TPCG then allocated a portion of these fees to the City Court Building Fund in accordance with adopted Ordinance Number 6382 in February 2001. It has been determined by both parties the previous agreement is no longer beneficial and should be adjusted according to the following:
 - 4.1.1. TPCG shall return the unused fees collected in accordance with Louisiana Revised Statute Title 13, Section 1910. Parties agree to calculate unused fees in a manner agreeable to both parties.
 - 4.1.2. City Court will continue to collect \$20.00 per civil filing and per criminal conviction as allowed for in Act 901 of the 1999 Louisiana Legislative Session, Amended with Act 518 in 2003.
- 4.2. City Court shall use the funds in Section 4.1.2 of this Agreement and the returned unused fees in Section 4.1.1 of this Agreement to establish its own City Court Building Fund account to be dedicated exclusively to the acquisition, leasing, construction, equipping, and maintenance of new and existing City Courts and for the maintenance and payment of any bond indebtedness on any such existing facilities.

- 4.3. City Court shall continue to reimburse TPCG on a monthly basis for the salaries and wages of City Court workers whose salaries and wages are paid by TPCG.
- 4.4. In addition to the monthly reimbursements City Court currently makes to TPCG, TPCG shall bill City Court annually for the property insurance and utilities to City Court for its use of the Courthouse. City Court shall pay such invoices within 30 days of receipt.
- 4.5. City Court shall not modify the interior or exterior of the Courthouse without prior written approval of TPCG.
- 4.6. City Court shall continuously use, occupy, maintain, repair, and operate, for the duration of the initial term and all renewal terms, the Courthouse for the purpose of conducting everyday business germane to City Court. City Court shall not use the Courthouse for any other purpose without the written consent of TPCG.
- 4.7. City Court has inspected the Courthouse and accepts it and all improvements, equipment, machinery, and appurtenances thereto in their present "AS IS, WHERE IS" condition on the commencement date of this agreement, with no obligation by TPCG to make improvements, repairs, or replacements thereto. City Court acknowledges that the Courthouse is in good and satisfactory condition and assumes responsibility throughout the term and any renewal term of this right of use for maintaining the Courthouse in good, orderly, and safe condition and state of repair and in at least the same condition as it existed when City Court began occupying the Courthouse.
- 4.8. City Court's property situated in and around the Courthouse shall be and remain at the Courthouse at City Court's sole risk. TPCG shall not be liable to City Court or to any other person for, and City Court hereby releases TPCG from any and all liability for theft or damage to City Court's Property and any and all liability for any injury to City Court or its employees, agents, contractors, guests, and invitees in or about the Courthouse, except to the extent of personal injury caused solely by the negligence or willful misconduct of TPCG or its agents or employees.
- 4.9. Upon the expiration or earlier termination of this agreement, City Court shall, at its sole cost and expense, immediately (a) surrender the Courthouse to TPCG in a broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Courthouse all of City Court's property, and (c) repair any damage caused by any such removal and restore the Courthouse to the condition existing at the time of its first occupancy, reasonable wear and tear, casualty, and condemnation excepted. All of City Court's property that is not removed within thirty (30) days following expiration or earlier termination of this agreement shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at City Court's cost without incurring any liability to City Court. This Section shall survive the expiration or any earlier termination of this Lease.
- 4.10. The consideration is for the entire agreement.

5. Term, Renewal Terms, Termination

- 5.1. This agreement shall continue in effect for a term of ten (10) years commencing on October 1, 2023, regardless of date of execution, and ending on September 30, 2032, or until the Courthouse becomes necessary for a different use by TPCG, or until termination of this agreement as provided for hereinbelow.
- 5.2. This agreement shall renew automatically for continuous and subsequent one-year renewal terms subject to the same terms and conditions as this Agreement.
- 5.3. The parties may, from time to time, amend the terms of this agreement by mutual written agreement.
- 5.4. This intergovernmental agreement may be terminated under any or all of the following conditions:
 - 5.4.1. By written mutual agreement and consent of TPCG and City Court.

5.4.2. By either party by 180 days prior written notice to the other.

6. Additional Terms and Conditions

- 6.1. Hold Harmless. Each party shall defend, indemnify, and hold the other harmless from any and all claims, expenses, demands, losses, suits, costs, actions, fines, penalties, and liability, arising out of or resulting from injury, including death, and destruction of property, which may occur or be caused by or in any way result from any damages sustained by the indemnified party as a result of the defending party's negligence, use of the Courthouse, or breach of this agreement. For the purpose of this provision, "each party" shall include the respective parties' directors, officers, agents, elected officials, employees, and volunteers.
- 6.2. Compliance with Laws. The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement.
- 6.3. Choice of Law. This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.
- 6.4. Legal Construction. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.
- 6.5. Amendment. No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.
- 6.6. No Waiver. The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.
- 6.7. Entire Agreement. This Agreement, including its preambles and any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all Agreements or contracts previously entered into between the parties regarding the use of the Courthouse. No representations were made or relied upon by either party, other than those that are expressly set forth.
- 6.8. Assignment. City Court shall not assign its rights under this Agreement to any other party without prior written approval of TPCG.
- 6.9. City Court may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by City Court is below the amount for which an audit is required under La. R.S. 24:513, TPCG and City Court shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.
- 6.10. City Court may be deemed to be a subrecipient pursuant to 2 C.F.R. §200.332 and shall comply with the requirements of 2 C.F.R. §200.332 and shall assist TPCG with requirement compliance, if necessary.
- 6.11. In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of either party, their successors or assigns for any further payments.

7. Signatures

This Agreement may be executed in one or more counterparts, or duplicate originals, all of which when taken together will constitute one and the same agreement. City Court shall deliver one "ink-signed" original of this Agreement to TPCG. TPCG shall combine City Court's original signature page with TPCG's original signature page for this Agreement for purposes of filing it

for record with the Recorder of Conveyances of Terrebonne Parish, Louisiana. TPCG shall provide City Court with a file-stamped copy of this Agreement.

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT
BY: Gordon E. Dove, Parish President or Michael C. Toups, Parish Manager
UBLIC
City Court in the presence of the undersigned reading of the whole at Houma, Terrebonne 2023.
MA City Court
rable Matthew H. Hagen
,

NOTARY PUBLIC



Monday, November 13, 2023

Item Title:

2023 Various Items for Budget Amendment

Item Summary:

Introduce 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. Road Lighting District 2, \$50,000
- II. Houma Fire Department, \$100,000
- III. City Court, \$354,164
- IV. Emergency Preparedness Department-EMPG, \$29,747

and calling a public hearing on said matter on November 29, 2023, at 6:30 pm

ATTACHMENTS: Description Upload Date Type 2023 Various Items for Budget **Executive Summary** 11/8/2023 Amendment 2023 Various Items for Budget 11/8/2023 **Budget Amendment** Amendment 2023 Various Items for Budget 11/8/2023 Backup Material Amendment



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.

- I. Road Lighting District 2, \$50,000
- II. Houma Fire Department, \$100,000
- III. City Court, \$354,164
- IV. Emergency Preparedness Department-EMPG, \$29,747

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ECT
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JRPC
SE
& BEN
IDITITS
(150 WORDS
OR LESS

See above

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

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
/s/ Kayla	Dupre				No	vember 8,	2023		
	gnature		_			Da			

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. Road Lighting District 2, \$50,000
- II. Houma Fire Department, \$100,000
- III. City Court, \$354,164
- IV. Emergency Preparedness Department-EMPG, \$29,747

SECTION I

WHEREAS, Administration is requesting funding of \$50,000 for Road Lighting District 2 road lights for the Bayou Country Sports Park, and

WHEREAS, the funding is from the Road Lighting District 2 fund balance.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for Road Lighting District 2. (Attachment A)

SECTION II

WHEREAS, Administration is requesting funding of \$100,000 for the purchase of a fire truck for the Houma Fire Department, and

WHEREAS, the funding is from the Public Safety 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 be amended for the Houma Fire Department. (Attachment B)

SECTION III

WHEREAS, Administration is requesting the return of unused fees collected in accordance with Louisiana Revised Statute Title 13, Section 1910 to City Court in the amount of \$354,164, and

WHEREAS, this funding is from collections from the City Court for the civil filing fees, and was previously used as the rental rates for the office and court space provided to the City Court and accounted for in the Parish's City Court Building Fund, and

WHEREAS, the right of use agreement has been updated and the collection and City Court will now establish its own City Court Building Fund account to be dedicated exclusively to the acquisition, leasing, construction, equipping, and maintenance of new and existing City Courts and for the maintenance and payment of any bond indebtedness on any such existing facilities, and

WHEREAS, the funding is from the General Fund, fund balance for \$331,664 and the City Court Building Fund for \$22,500.

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 be amended for City Court. (Attachment C)

SECTION IV

WHEREAS, the Parish has been awarded \$29,747 for the Emergency Management Performance Grant Program - 2022 from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, and

WHEREAS, the dollars will be reimbursement for the operations associated with the Office of Emergency Preparedness including daily duties conducted by the office staff.

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

SECTION V

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

SECTION VI

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

SECTION VII

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

Prepared By: Finance Department PC File: 2023-Various Items – R Date Prepared: 11/8/23 BA #19

ATTACHMENT A - Road Lighting District 2

Office of Emergency Preparedness

		2023	
	Adopted	Change	Amended
BCSP-Road Lights	153,096	50,000	203,096
Fund Balance (Decrease)	n/a	(50,000)	n/a
ATTACHMENT B - Houma Fire D	<u>epartment</u>		
		2023	
	Adopted	Change	Amended
Fire Engines/Trucks	1,100,000	100,000	1,200,000
Fund Balance (Decrease)	n/a	(100,000)	n/a
,	•	, , ,	•
ATTACHMENT C - City Court			
		2023	
	Adopted	Change	Amended
Other Fees		354,164	354,164
Fund Balance (Decrease)	n/a	(331,664)	n/a
Transfer from City Court Building Fund	11, 4	(22,500)	(22,500)
Transfer to General Fund		22,500	22,500
Land Purchase	51,083	(22,500)	28,583
ATTACHMENT D - OEP			
ATTACHMENT D - OEP		2023	
ATTACHMENT D - OEP	Adopted	2023 Change	Amended

(29,747) (29,747)



Kayla Dupre

Kandace Mauldin From:

Thursday, November 2, 2023 8:26 AM Sent:

Felicia Aubert Budget Amendment Kayla Dupre **Subject:** ij ÿ

We need to do a budget amendment for \$50,000 to 268-321-8919-02 from 268 fund balance

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

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

SEPTEMBER 30, 2023 - MONTH LAST CLOSED

ACCT: 268-321-8919-02

FD171GG

ROAD LIGHTING DIST. 2

ROAD LIGHTING

BCSP-ROAD LIGHTS

VARIANCE		44,550-		0	0	0	0	83,031	147,336	EEDS BUDGET AMOUNT	CF05 = DSP INV JE	CF08 = PRT DETAIL
ENCUMBERED		0		N/A	N/A	N/A	N/A	N/A	N/A	ACCOUNT EXCEEDS	DSP DETAIL	DSP ENCUMBRANCE
ACTUAL		197,646.17		00.	00.	00.	00.	21,969.32	33,431.83		CF04 =	INPUT SCR CF06 =
BUDGET		153,096		0	0	0	0	105,000	180,768		INUE	CF02 = IN
	OPEN:	2023	CLOSED:	2017	2018	2019	2020	2021	2022		ENTER = CONTINUE	CF01 = EXIT



Kayla Dupre

Kandace Mauldin From:

Monday, November 6, 2023 1:56 PM Kayla Dupre Sent:

ij

Budget Amendment Subject: The bids have come in for the new firetruck and we need to do a budget amendment adding \$100,000 to 204-222-8914-02, the funding source is fund balance.

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

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

SEPTEMBER 30, 2023 - MONTH LAST CLOSED

ACCT: 204-222-8914-02

FD171GG

PUBLIC SAFETY FUND

FIRE - URBAN

FIRE ENGINES/TRUCKS

VARIANCE	1,100,000			257,245	198,703	0	0	0	300,000	CF05 = DSP INV JE	CF08 = PRT DETAIL
ENCUMBERED	C	•		N/A	N/A	N/A	N/A	N/A	N/A	DSP DETAIL	DSP ENCUMBRANCE
ACTUAL	C	•		00.	00.	00.	00.	80,000.00	00.	CF04 =	INPUT SCR CF06.=
BUDGET	100 000			257,245	198,703	0	0	80,000	300,000	TINUE	CF02 = I
	OPEN:		CLOSED:	2017	2018	2019	2020	2021	2022	ENTER = CONTIN	CF01 = EXIT



Kayla Dupre

From: Kandace Mauldin

Thursday, November 2, 2023 12:29 PM Sent:

Kayla Dupre

ë

Cc: Felicia Aubert
Subject: Budget Amendment

Attachments:

City Court 2023.doc; City Court CAlculations.pdf

We need to do a budget amendment for the following:

151-120-8349-01 – Other Fees – \$354,164

151-000-7106-04 – City Court Building Fund – (\$22,500)

151-000-5111-00 – Fund Balance – (\$331,664)

604-120-8911-01 - Land Purchase - (\$22,500)

604-999-9101-51 – General Fund - \$22,500

This is related to the attached Draft CEA and Calculations.

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

City Court Building Fund Calculations

3,123,281.00 Per info provided by City Court - 2002 - 2023 Revenues

(1,019,155.00) Expenses recorded to date in Fund 604 - doesn't include building Expenses

(676,000.00) Amount put towards purchase of the building

(399,104.37) Insurance Premium - see calculation below

(674,857.90) Annual Utilities - see calculation below

(2,769,117.26)

Amt Due

354,163.74

Insurance Premium

We have the records from 2015 - 2023 for insurance premiums below:

Premium	21,569.23	19,656.11	12,716.04	14,362.36	13,749.30	15,811.70	16,800.00	21,919.81	32,478.30	169,062.85
Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	

(45,194.34) Sum of highest and lowest

123,868.51 Average Below based on this number

To determine the amount of premium paid from 2002 - 2014 I took the average of the above actual amounts (minus the highest and lowest amounts) and mutiplied by the number of years (13)

230,041.52

I added the average total to the actual totals to come up with the \$399,1044 above

399,104.37

Utilities

I was able to pull from our system the location for City Court and determine annual payments for 2015-2022

Premium	32,163.60	32,780.86	33,668.23	33,533.09	28,717.72	26,778.84	29,900.55	43,992.90	261.535.79
Year	2015	2016	2017	2018	2019	2020	2021	2022	

(70,771.74) Sum of highest and lowest

190,764.05 Average Below based on this number

To determine the amount of annual utilities from 2002 - 2014 I took the average (minus the highest and lowest) of the above actual amounts and mutiplied by the number of years (13)

413,322.11

I added the average total to the actual totals to come up with the \$674,857.90 above

674,857.90

STATE OF LOUISIANA

PARISH OF TERREBONNE

TERREBONNE PARISH CONSOLIDATED GOVERNMENT INTERGOVERNMENTAL RIGHT OF USE AGREEMENT AND HOUMA City Court BETWEEN

Be it know that on the dates inscribed below, and in the presence of the undersigned Notary(ies) Public, came and appeared:

l. Parties

- represented herein by its Parish President, Gordon E. Dove, by virtue of Terrebonne Parish or his duly authorized designee, Michael C. Toups, Parish Manager, by virtue of that certain Act of Designation filed for record in Terrebonne Parish a political subdivision of the state of Louisiana, whose mailing address is PO Box 2768, Houma LA 70361, Terrebonne Parish Consolidated Government (hereinafter "TPCG"), Conveyance Entry No. 1627089; and Council Ordinance No.
- Houma City Court ("City Court"), a political subdivision of the State of Louisiana, herein represented by Matthew H. Hagen, Chief Judge of Houma City Court;

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

2. Preambles

- may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state one of the participants to the agreement is authorized by law to complete the undertaking; and
- WHEREAS, Section 1-05 of the Terrebonne Parish Charter in its pertinent part provides 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 that "The parish government shall have and exercise such other powers, rights, privileges, 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 furthermore, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

- WHEREAS, pursuant to statute, the Terrebonne Parish Consolidated Government recognizes its legal obligation to provide for a suitable building for the sitting of the Courts within the Parish; and
- 2.4. WHEREAS, TPCG owns the building and facilities at 8046 Main Street, Houma, Louisiana, 70360, in which TPCG provides City Court with office space/facilities to conduct the business of City Court; and
- WHEREAS, the above parties believe that this serves a necessary public purpose and that the right of use terms of this agreement are suitable for the parties to jointly maintain the services of a City Court in the city of Houma, parish of Terrebonne; and
- NOW THEREFORE, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and Houma City Court, each represented by the undersigned, duly authorized to acting herein pursuant to their respective authority, agree to the

3. Grant of Right of Use and Term

TPCG hereby grants City Court the right to use that certain immovable property, and all improvements and facilities thereon, more fully described as:

Lot 179.57' on south side of East Main Street by depth of 214.48' on west side of Gabasse Street being part of Lots 1 and 2, Block 54, Gabasse Addition to City of Houma, in the parish of Terrebonne, state of Louisiana (CB 1973/66);

70360, identified by the situated at 8046 Main Street, Houma, Louisiana, Terrebonne Parish Tax Assessor as Parcel No. 21724;

hereinafter referred to as "Courthouse."

- parking spots so allocated shall be included under the definition of "Courthouse" for purposes of TPCG may allocate additional parking spots to City Court in the Government Tower the parties' insurance obligations herein. Any or all parking allocated to City Court may be Parking Facility located adjacent to and immediately behind the Courthouse based on need. Any subject to reallocation should the spots become necessary for a different use by TPCG.
- TPCG shall provide and install all letters and numerals on or about the entrance to the Courthouse. All such letters and numerals shall be in the Courthouse's standard graphics and in

accordance with applicable law. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Courthouse or which otherwise may be visible from outside the Courthouse, unless approved in writing by TPCG. TPCG shall maintain in a segment of the names and locations within the directory containing occupants' a building Courthouse. Notwithstanding any provision of this Agreement to the contrary, all space provided to City Court at this location may be subject to reallocation or revocation should the premises become necessary for a different use by TPCG.

4. Consideration

In consideration of City Court's right of use of the Courthouse, City Court agrees as follows:

- It was the previous agreement between TPCG and City Court, in consideration for the right of use, City Court would pay to TPCG an annual rental equal to the fees levied in accordance with the Parish Code not to exceed \$20.00 per civil filing and per criminal conviction as allowed for in Act 901 of the 1999 Louisiana Legislative Session, Amended with Act 518 in TPCG then allocated a portion of these fees to the City Court Building Fund in accordance with adopted Ordinance Number 6382 in February 2001. It has been determined by both parties the previous agreement is no longer beneficial and should be adjusted according to the following:
- TPCG shall return the unused fees collected in accordance with Louisiana Revised Statute Title 13, Section 1910. Parties agree to calculate unused fees in a manner agreeable to both parties.
- conviction as allowed for in Act 901 of the 1999 Louisiana Legislative Session, Amended City Court will continue to collect \$20.00 per civil filing and per criminal with Act 518 in 2003.
- be dedicated exclusively to the acquisition, leasing, construction, equipping, and maintenance of fees in Section 4.1.1 of this Agreement to establish its own City Court Building Fund account to new and existing City Courts and for the maintenance and payment of any bond indebtedness on City Court shall use the funds in Section 4.1.2 of this Agreement and the returned unused any such existing facilities.
- shall bill City Court annually for the property insurance and utilities to City Court for its use of In addition to the monthly reimbursements City Court currently makes to TPCG, TPCG the Courthouse. City Court shall pay such invoices within 30 days of receipt.
- City Court shall not modify the interior or exterior of the Courthouse without prior written approval of TPCG.
- City Court shall continuously use, occupy, maintain, repair, and operate, for the duration of the initial term and all renewal terms, the Courthouse for the purpose of conducting everyday 4.5

business germane to City Court. City Court shall not use the Courthouse for any other purpose without the written consent of TPCG.

- this right of use for maintaining the Courthouse in good, orderly, and safe condition and state of repair and in at least the same condition as it existed when City Court began occupying the satisfactory condition and assumes responsibility throughout the term and any renewal term of machinery, and appurtenances thereto in their present "AS IS, WHERE IS" condition on the repairs, or replacements thereto. City Court acknowledges that the Courthouse is in good and City Court has inspected the Courthouse and accepts it and all improvements, equipment, commencement date of this agreement, with no obligation by TPCG to make improvements,
- agents, contractors, guests, and invitees in or about the Courthouse, except to the extent of personal injury caused solely by the negligence or willful misconduct of TPCG or its agents or 4.7. City Court's property situated in and around the Courthouse shall be and remain at the Courthouse at City Court's sole risk. TPCG shall not be liable to City Court or to any other person for, and City Court hereby releases TPCG from any and all liability for theft or damage to City Court's Property and any and all liability for any injury to City Court or its employees,
- Upon the expiration or earlier termination of this agreement, City Court shall, at its sole cost and expense, immediately (a) surrender the Courthouse to TPCG in a broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation damage caused by any such removal and restore the Courthouse to the condition existing at the time of its first occupancy, reasonable wear and tear, casualty, and condemnation excepted. All of City Court's property that is not removed within thirty (30) days following expiration or excepted; (b) remove from the Courthouse all of City Court's property, and (c) repair any earlier termination of this agreement shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at City Court's cost without incurring any liability to City Court. This Section shall survive the expiration or any earlier termination of this
- .9. The consideration is for the entire agreement.

5. Term, Renewal Terms, Termination

- 5.1. This agreement shall continue in effect for a term of ten (10) years commencing on October 1, 2023, regardless of date of execution, and ending on September 30, 2032, or until the Courthouse becomes necessary for a different use by TPCG, or until termination of this agreement as provided for hereinbelow.
- 5.2. This agreement shall renew automatically for continuous and subsequent one-year renewal terms subject to the same terms and conditions as this Agreement.
- The parties may, from time to time, amend the terms of this agreement by mutual written

- This intergovernmental agreement may be terminated under any or all of the following conditions:
- By written mutual agreement and consent of TPCG and City Court
- By either party by 180 days prior written notice to the other. 5.4.2.

6. Additional Terms and Conditions

- Hold Harmless. Each party shall defend, indemnify, and hold the other harmless from any and all claims, expenses, demands, losses, suits, costs, actions, fines, penalties, and liability, arising out of or resulting from injury, including death, and destruction of property, which may occur or be caused by or in any way result from any damages sustained by the indemnified party as a result of the defending party's negligence, use of the Courthouse, or breach of this For the purpose of this provision, "each party" shall include the respective parties' directors, officers, agents, elected officials, employees, and volunteers. agreement.
- Compliance with Laws. The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement.
- Choice of Law. This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.
- Legal Construction. In case any one or more of the provisions contained in this this agreement shall be considered as if such invalid, illegal, or unenforceable provision had such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, never been contained in this agreement.
- Amendment. No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.
- No Waiver. The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this
- Entire Agreement. This Agreement, including its preambles and any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all Agreements or contracts previously entered into between the parties regarding the use of the Courthouse. No representations were made or relied upon by either party, other than those that are expressly set forth.

- Assignment. City Court shall not assign its rights under this Agreement to any other party without prior written approval of TPCG.
- City Court may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by City Court is below the amount for which an audit is required under La. R.S. 24:513, TPCG and City Court shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.
- 6.10. City Court may be deemed to be a subrecipient pursuant to 2 C.F.R. §200.332 and shall comply with the requirements of 2 C.F.R. §200.332 and shall assist TPCG with requirement compliance, if necessary.
- become null and void, and no right of action shall accrue to the benefit of either party, their In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG as to such current or succeeding fiscal year, and said Agreement shall successors or assigns for any further payments.

7. Signatures

This Agreement may be executed in one or more counterparts, or duplicate originals, all of which when taken together will constitute one and the same agreement. City Court shall deliver one "ink-signed" original of this Agreement to TPCG. TPCG shall combine City Court's original signature page with TPCG's original signature page for this Agreement for purposes of filing it for record with the Recorder of Conveyances of Terrebonne Parish, Louisiana. TPCG shall provide City Court with a file-stamped copy of this Agreement. THUS DONE AND SIGNED, by Terrebonne Parish Consolidated Government in the presence of the undersigned Notary Public and competent witnesses after due reading of the day of November 2023. whole at Houma, Terrebonne Parish, Louisiana, this

TERREBONNE PARISH CONSOLIDATED GOVERNMENT	BY: Gordon E. Dove, Parish President or Michael C. Toups, Parish Manager	
VITNESSES:		

NOTARY PUBLIC

THUS DONE AND SIGNED, by Houma City Court in the presence of the undersigned Notary Public and competent witnesses after due reading of the whole at Houma, Terrebonne Parish, Louisiana, thisday of November 2023.	WITNESSES: HOUMA City Court	BY: Honorable Matthew H. Hagen CHIEF JUDGE	NOTARY PUBLIC
T Notary P Parish, L	WITNES		

SEPTEMBER 30, 2023 - MONTH LAST CLOSED

ACCT: 604-120-8911-01

FD171GG

CITY COURT BUILDING FD

CITY COURT

LAND PURCHASE

VARIANCE		22,500		193,502	146,034	168,649	124,690	86,735	30,193	CF05 = DSP INV JE	CF08 = PRT DETAIL
ENCUMBERED		0		N/A	N/A	N/A	N/A	N/A	N/A	DETAIL	ENCUMBRANCE
EN										= DSP	= DSP
ACTUAL		28,582.64		28,813.00	47,468.04	44,885.32	73,958.85	37,955.40	56,542.26	CF04	CF06
AC		()		(7	7	7	7	(*)	ц)		INPUT SCR
BUDGET		51,083		222,315	193,502	213,534	198,649	124,690	86,735	INUE	CFO2 = I
	OPEN:	2023	CLOSED:	2017	2018	2019	2020	2021	2022	ENTER = CONTINUE	CF01 = EXIT

Terrebonne Parish Consolidated Government
Office of Emergency Preparedness
Emergency Management Performance Grant (EMPG)
Budget Amendment
10/25/2023

		Current	Adjustment	Final
151-912-8311-03	Utilities - Other	63,000	29,747	92,747
151-000-6318-05	EMPG	-	(29,747)	(29,747)

To input the Emergency Management Performance Grant into the parish budget for EMPG claims.



Payment Request #1

Payment Request #1: Project - 7 Expenses

Terrebonne Parish Consolidated Government Project (L), Cat EMPG, \$53,132.43

Submitted by Mary Lajaunie on May 22, 2023 at 2:44 PM.

Summary

Туре	Amount	Eligible Now
Emergency Management	\$35,632.43	\$29,746.95

Solution Area Summary

Туре	Eligible Now	
Planning	\$29,746.95	
	7	

Budget Category Summary

Eligible Now	\$29,746.95
Type	
	Other

Expenses

#	Туре	Vendor	Doc No.	Dates	Requested Amount	Eligible Now
-	Emergency Management	South Louisiana Electric Cooperative Association	30640- 235		\$8,167.61	\$2,282.13
2	Emergency Management	South Louisiana Electric Cooperative Association	30640- 235		\$3,423.51	\$3,423.51
က	Emergency Management	South Louisiana Electric Cooperative Association	30640- 235		\$3,817.72	\$3,817.72
4	Emergency Management	South Louisiana Electric Cooperative Association	30640- 235		\$4,086.47	\$4,086.47
2	Emergency Management	South Louisiana Electric Cooperative Association	30640- 235		\$5,074.87	\$5,074.87
9	Emergency Management	South Louisiana Electric Cooperative Association	30640- 235	-	\$5,939.35	\$5,939.35

	69E 699 43	420 74R 05
Total	D1.300,000	
A STATE OF THE STA		

*	Туре	Vendor	Doc No. Dates	Dates	Requested Amount	Eligible Now
7	Emergency Management	South Louisiana Electric Cooperative Association	30640- 235		\$5,122.90	\$5,122.90
Tota					\$35,632.43	\$29,746.95

Adjustments

Expense #	Invoice Amount	Requested Amount	Adjustment Amount	Eligible Amount	Adjustment Code
-	\$8,167.61	\$8,167.61	(\$5,885.48)		\$2,282.13 Partially Documented
Total	\$8,167.61	\$8,167.61	(\$5,885.48)	\$2,282.13	

Comments

RE: Expense #1
Utility Costs to maintain the Emergency Operation Center. Anonymous

RE: Expense #2

Utility costs to maintain the Emergency Operation Center.

Anonymous

RE: Expense #3

Utility costs to maintain the Emergency Operation Center

Anonymous

RE: Expense #4

Utility Costs to maintain the Emergency Operation Center.

Anonymous

RE: Expense #5

Utility costs to maintain the Emergency Operation Center.

Anonymous

RE: Expense #6

Utility costs to maintain the Emergency Operation Center

Anonymous

RE: Expense #7

Utility costs to maintain the Emergency Operation Center.

Anonymous

Signatures

Submission has been Advanced by Mary Lajaunie, Executive Secretary, on Jun 16, 2023 at 1:29 PM.
Grant Specialist Review has been Advanced by Toniequa Yates, Program Specialist, on Jun 20, 2023 at 11:34 AM.
Supervisor Review has been Returned by Catesha Williams-Smith, Non Disaster Grants Section Chief, on Jun 21, 2023 at 10:11 PM. **Submission** has been Advanced by Mary Lajaunie, Executive Secretary, on May 22, 2023 at 2:44 PM. **Grant Specialist Review** has been Returned by Toniequa Yates, Program Specialist, on May 30, 2023 at 10:17 AM. **Submission** has been Advanced by Mary Lajaunie, Executive Secretary, on May 30, 2023 at 11:12 AM. Grant Specialist Review has been Returned by Toniequa Yates, Program Specialist, on Jun 1, 2023 at 8:34 AM. Submission has been Advanced by Mary Lajaunie, Executive Secretary, on Jun 2, 2023 at 9:09 AM. Grant Specialist Review has been Returned by Toniequa Yates, Program Specialist, on Jun 6, 2023 at 9:08 AM.

Grant Specialist Review has been Advanced by Tonlequa Yates, Program Specialist, on Jun 26, 2023 at 10:49 AM. Supervisor Review has been Advanced by Catesha Williams-Smith, Non Disaster Grants Section Chief, on Jul 4, 2023 at 10:05 PM.

Last left Cursory Review on Jun 28, 2023. Phinted from GOHSEPGrants.la.gov on Aug 29, 2023 at 7:57 AM.

Project: - EMPG EMPG Project (Eligible: \$53,132.43, Federal: \$53,132.43)
Grant: EMT-2022-EP-00003-S01-EMPG, Applicant: Terrebonne Parish Consolidated Government (109-99109-00)

Planning - Develop and enhance plans and protocols - Utilities for the EOC, Cost Estimate Total: \$35,632.43

Project Workshoot - 1 - State Emergency Management Program

RRF#	Invoice #	Vendor	Requested	Adjustments	Reimbursed	Scope Balance
₩ \$2	30640-235	South Louisiana Electric Cooperative Association	\$3,423.51	\$0.00	\$3,423.51	\$32,208.92
938)	30640-235	South Louisiana Electric Cooperative Association	\$3,817.72	\$0.00	\$3,817.72	\$28,391.20
5 6 7 8	30640-235	South Louisiana Electric Cooperative Association	\$4,086.47	\$0.00	\$4,086.47	\$24,304.73
- -	30640-235	South Louisiana Electric Cooperative Association	\$5,074.87	\$0.00	\$5,074.87	\$19,229.86
1 Stap 3)	30640-235	South Louisiana Electric Cooperative Association	\$5,939.35	\$0.00	\$5,939.35	\$13,290.51
800 + 7	30640-235	South Louisiana Electric Cooperative Association	\$5,122.90	\$0.00	\$5,122,90	\$8,167.61
1 Sup	30640-235	South Louisiana Electric Cooperative Association	\$8,167.61	\$5,885.48	\$2,282.13	\$5,885.48
			\$35,632.43	\$5,885.48	\$29,746.95	\$5,885,48

Grand Total

\$5,885.48	
\$29,746.95	
\$5,885.48	
\$35,632.43	

Project Obligated Amount: \$53,132.43 Entered Cost Estimate Total: \$35,632.43 Difference Between Project Obligated Amount and Cost Estimate Total: \$17,500.00



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

SE	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	Earl Eues, TOHSEP Director
Alternate Agent Name, Title	Mary Lajaunie, Executive Secretary

Grant Title	EMT-2022-EP-	EMT-2022-EP-00003-S01 Emergency Management Performance Grant (EMPG)	Management Performa	nce Grant (EMPG)
Grant Award Number		EMT-2022-F	EMT-2022-EP-00003-S01	
CFDA Number		76	97.042	
Grant Award Amount		\$53,	\$53,132.43	
Subrecipient Award Date		Septemb	September 14, 2022	
Subrecipient Period of Performance Begin Date	Begin Date	October 1, 2021	End Date	May 31, 2024
Grant Cost Share	Federal	100.00%	State/Local	%00.0

GRANT AWARD CERTIFICATIONS

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

STATE ADMINISTRATIVE AGENT AUTHORIZATION OF AWARD

Casey Tingle Director Car

September 14, 2022

Date of Sub-Award

SUB-RECIPIENT GRANT CERTIFICATION AND ACCEPTANCE BY AUTHORIZED AGENT

Gordon Bara Bar He Stoff The Stoff The

October 6, 2022

Date of Certification and Acceptance

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

SEPTEMBER 30, 2023 - MONTH LAST CLOSED

ACCT: 151-000-6318-05

FD171GG

GENERAL FUND

NO DEPARTMENT NAME

OFC. OF EMERGENCY PREPAREDNESS

VARIANCE		0		0	- m	33,188	0	0	0	= DSP	CF08 = PRT DETAIL
ENCUMBERED		0		N/A	N/A	N/A	N/A	N/A	N/A	DETAIL	ENCUMBRANCE
ACTUAL EN		00.		36,107.40-	3.00	66,611.08-	33,731.21-	33,616.16-	00.	CF04 = DSP	INPUT SCR CF06 = DSP
BUDGET		0		36,107	0	33,423	33,731	33,616	0	TINUE	CF02 =
	OPEN:	2023	CLOSED:	2017	2018	2019	2020	2021	2022	ENTER = CONTIN	CF01 = EXIT

SEPTEMBER 30, 2023 - MONTH LAST CLOSED

151-912-8311-03 ACCT:

FD171GG

GENERAL FUND

EMERGENCY PREPAREDNESS - OTHER UTILITIES

VARIANCE		8,868		1,856	1,172-	36,558	17,662	7,680	12,750-		CF08 = PRT DETAIL
ENCUMBERED		0		N/A	N/A	N/A	N/A	N/A	N/A	DSP DETAIL	DSP ENCUMBRANCE
ACTUAL		54,131.69		24,990.54	33,771.61	45,968.70	48,337.85	48,319.99	68,750.15	CF04 =	OUT SCR CF06 =
BUDGET		63,000		26,847	32,600	82,527	99,000	56,000	26,000	TINUE	CF02 = INPUT SCR
	OPEN:	2023	CLOSED:	2017	2018	2019	2020	2021	2022	ENTER = CONTIN	CF01 = EXIT



Monday, November 13, 2023

Item Title:

2024 Proposed Budget Review

Item Summary:

To review the 2024 Proposed Budget for the following departments/agencies:

District Attorney

Criminal Court Fund

Clerk of Court

Dedicated Emergency Fund

Office of Coastal Restoration/Preservation

Sales Tax Fund

Terrebonne Levee & Conservation District

Bayou Country Sports Park

Civic Center

Debt Service Funds

City Marshal

Health Unit

Mental Health

Risk Managment

Group Insurance

Human Resources

Parish Farm Agent

ATTACHMENTS:

Description	Upload Date	Type
2024 Proposed Budget Review	10/30/2023	Executive Summary
2024 Budget Hearings 3rd Mtg	10/30/2023	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:

District Attorney

Criminal Court Fund

Clerk of Court

Dedicated Emergency Fund

Office of Coastal Restoration/Preservation

Sales Tax Fund

Terrebonne Levee & Conservation District

Bayou Country Sports Park

Civic Center

Debt Service Funds

City Marshal

Health Unit

Mental Health

Risk Management

Group Insurance

Human Resources

Parish Farm Agent

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS) See above TOTAL EXPENDITURE N/A **AMOUNT SHOWN ABOVE IS: (CIRCLE ONE) ACTUAL ESTIMATED** IS PROJECTALREADY BUDGETED: (CIRCLE ONE) IF YES AMOUNT **YES** N/A NO **BUDGETED:** COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE) <u>PARISHWIDE</u> 1 2 3 4 5 6 7 8 9

/s/Kayla Dupre	<u>10/30/23</u>

Signature Date

TERREBONNE PARISH CONSOLIDATED GOVERNMENT 2024 PROPOSED BUDGET SCHEDULE OF BUDGET HEARINGS November 13, 2023

Fund/Dept Number	Department Name	Small Bk. Page	Big Bk. Page	Representative
151-123	District Attorney	68	15	Joe Waitz/Kevin Guidry
299	Criminal Court Fund	196	392	Joe Waitz/Kevin Guidry
151-124	Clerk of Court	70	16	Theresa Robichaux
200	Dedicated Emergency Fund	123	57	Kandace Mauldin
215	Office of Coastal Restoration/Preservation	152	121	Mart Black
255	Sales Tax Fund	166	259	Kandace Mauldin
282	Terrebonne Levee & Conservation District	191	350	Reggie Dupre/Angela Rains
283	Terrebonne Levee & Conservation District	192	352	Reggie Dupre/Angela Rains
285	Bayou Country Sports Park	194	356	Kandace Mauldin
385-197	Civic Center	240	480	Dean Schouest
401-499	Debt Service Funds	265	496	Kandace Mauldin
209	City Marshal	149	106	Herbert Fitch
277	Health Unit	170	306	Dr. Eric Brooks
281	Mental Health	187	344	Kandace Mauldin
354	Risk Management	247	461	J. Dana Ortego
357	Group Insurance	251	467	J. Dana Ortego
370	Human Resources	252	471	J. Dana Ortego
151-654	Parish Farm Agent	115	52	Cherie Roger