
TERREBONNE PARISH COUNCIL

POLICY PROCEDURE AND LEGAL COMMITTEE

| | |
|----------------------------------|----------------------|
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| Mr. Brien Pledger | Member |
| Mr. Carl Harding | Member |
| Ms. Jessica Domangue | Member |
| Mr. Darrin W. Guidry, Sr. | Member |
| Mr. Daniel Babin | Member |
| Mr. Dirk J. Guidry | 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

September 25, 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 Terrebonne Parish 4-H for the Clover Hunt event be held November 8, 2023, from 4:30 p.m. to 5:30 p.m. at the Courthouse Square.
2. Approve the co-sponsorship request from the Houma Elks Lodge #1193 for the Houma Elks Duck Extravaganza to be held November 11, 2023, from 10:00 a.m. to 7:00 p.m. in Downtown Houma.

3. **RESOLUTION:** Accept the attached proposal for renewal of 2023 Property Insurance coverage for Hull and Machinery Protection & Indemnity on the Pontoon Bridge.
4. **RESOLUTION:** Accept the recommendation of Administration and Risk Management Department to continue the Third-Party Administrator Contract in place with Gulf South Risk Services to become effective for November 1, 2023.
5. **RESOLUTION:** Accept the recommendation of Administration and the Risk Management Department to continue the contract in place with Sigma Consulting Corporation for Consulting Services to commence on January 1, 2024, through December 31, 2024.
6. Adjourn

Category Number:
Item Number: 1.



Monday, September 25, 2023

Item Title:

Co-sponsorship - Clover Hunt

Item Summary:

Approve the co-sponsorship request from the Terrebonne Parish 4-H for the Clover Hunt event be held November 8, 2023, from 4:30 p.m. to 5:30 p.m. at the Courthouse Square.

ATTACHMENTS:

Description

Cosponsorship Application

Upload Date

9/20/2023

Type

Application

From: croger@agcenter.lsu.edu
To: [Leilani Adams](#); [Tammy Triggs](#); [Keith Hampton](#); [Anne Picou](#); [David Drury](#); [Cheryl Lirette](#)
Subject: New Co-Sponsorship Application - Terrebonne Parish Consolidated Government
Date: Wednesday, September 13, 2023 7:44:23 AM



Co-Sponsorship Application

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

Requesting Use No
of the Parish
Seal?

Event Name: Clover Hunt
Location: Courthouse Square
Date(s) of 11/08/2023 (4:30 PM - 5:30 PM)
Event:

Reason for Co-Sponsorship: This is a 4-H event to celebrate 4-H Week. 4-H members through the parish are invited to participate in this event. 4-H members will look for 4-H Clovers with information about 4-H.

Services / Courthouse Square
Resources Insurance
Needed: Security

Additional Non-profit organization? YES
Details Selling Tickets? NO

Organization: Terrebonne Parish 4-H
Authorized Cherie Roger (4-H Agent)
Representative:

Contact Person: Cherie Roger (Houma)

Mailing 8026 Main Street
Address: suite 402
Houma , LA 70360

Daytime Phone 985-873-6495
Number:

E-mail: croger@agcenter.lsu.edu

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 development@tpcg.org. Thank you!

Category Number:
Item Number: 2.



Monday, September 25, 2023

Item Title:

Co-sponsorship - Duck Extravaganza

Item Summary:

Approve the co-sponsorship request from the Houma Elks Lodge #1193 for the Houma Elks Duck Extravaganza to be held November 11, 2023, from 10:00 a.m. to 7:00 p.m. in Downtown Houma.

ATTACHMENTS:

Description

Cosponsorship Application

Upload Date

9/20/2023

Type

Application

From: houmaelks@gmail.com
To: [Leilani Adams](#); [Tammy Triggs](#); [Keith Hampton](#); [Cheryl Lirette](#)
Subject: New Co-Sponsorship Application - Terrebonne Parish Consolidated Government
Date: Thursday, September 14, 2023 12:09:46 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: Houma Elks Duck Extravaganza

Location: Downtown Houma, Block between Church and Roussel Street
including Bayou for Duck race and Parking lot for vendor set up

Date(s) of 11/11/2023 (10:00 AM - 7:00 PM)

Event:

Reason for Co-Sponsorship: Houma Elks Duck Extravaganza is Houma's newest festival. The Elks are putting on this festival on Veterans Day and the proceeds from this festival will fund our veteran programs. Prior to Covid, the Elks held a Duck Derby in Bayou Terrebonne to raise money for the food bank. We had planned to make this an annual event to raise money for our various charities. We are finally back in our lodge after Hurricane Ida and this year we plan to revive our Duck Derby and add additional fun, Duck-related events to create a new fun festival for the entire family to enjoy.

Services / Insurance

Resources Security

Needed: Sound Permit Fee

Additional Non-profit organization? YES

Details Selling Tickets? NO

Organization: Houma Elks Lodge #1193

Authorized Brenda Leorux Babin (ER/President)

Representative:

Contact Person: Brenda Babin (Houma)

Mailing PO Box 348

Address: Houma, LA 70361

Daytime Phone 985-790-7756

Number:

E-mail: houmaelks@gmail.com

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Terrebonne Parish Consolidated Government

www.tpcg.org



Monday, September 25, 2023

Item Title:

2023 Renewal of Hull & Machinery P&I coverage Pontoon Bridge

Item Summary:

RESOLUTION: Accept the attached proposal for renewal of 2023 Property Insurance coverage for Hull and Machinery Protection & Indemnity on the Pontoon Bridge.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-------------------|
| 2023 renewal of Hull and Machinery P &I coverage | 9/12/2023 | Executive Summary |
| 2023 Resolution to accept Renewal Quote Pontoon Bridge | 9/12/2023 | Resolution |
| 2023 Renewal Quote for Hull & Machinery P & I coverage | 9/12/2023 | Backup Material |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

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

PROJECT SUMMARY (200 WORDS OR LESS)

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

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Quote for renewal of Hull & Machinery/ Protection & Indemnity Insurance coverage premium become accepted effective for September 7, 2023.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Attached.

TOTAL EXPENDITURE

\$ 43,769.63

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

(ACTUAL)

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

(YES)

IF YES AMOUNT
BUDGETED:

\$2,200,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

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Signature

09/12/2023

Date

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

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

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Quote for Hull and Machinery/ Protection & Indemnity coverage in the amount of \$43,769.63 excluding Terrorism coverage become accepted effective for September 7, 2023 to September 7, 2024.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Administration and the Risk Management Department is to accept the attached Proposal for Property Insurance coverage for Hull and Machinery/ Protection & Indemnity coverage premium effective for September 7, 2023.

RISK DETAILS

| | |
|------------------|---|
| UMR: | B0507RH2300035 |
| TYPE: | Marine Hull Insurance |
| ASSURED: | Terrebonne Parish Consolidated Government And/or subsidiary and/or owning companies as their respective rights and interests may appear. |
| ADDRESS: | 8026 Main St, Suite 520, Houma, Louisiana 70360 |
| PERIOD: | Attaching: 7 September 2023 at 00.01 hours Central Standard Time Expiring: 7 September 2024 at 00.01 hours Central Standard Time |
| VESSEL: | Dulac Pontoon Bridge. Type: Floating Pontoon Bridge (Barge). |
| INTEREST: | Hull & Machinery and everything connected therewith including Protection and Indemnity. |
| SUM (RE)INSURED: | 100% of Agreed Value, being USD 4,225,000. |
| DEDUCTIBLE: | USD 25,000 as per Clause 13 of Institute Port Risk Clauses CL.312 as attached. |
| TRADING: | Inland waters of Louisiana. |
| CONDITIONS: | <p>Institute Port Risk Clauses including Limited Navigation CL.312 (20/7/87) as attached, including Protection and Indemnity as per Clause 10 of Institute Port Risk Clauses CL.312 (20/7/87) as attached.</p> <p>Additional Assureds and Waivers of Subrogation to be agreed by Agreement Parties hereunder.</p> <p>Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL.370 (10 November 2003) as attached.</p> <p>Marine Cyber Endorsement LMA5403 (11 November 2019) as attached.</p> <p>Sanction Limitation and Exclusion Clause JH2010/009 (29 July 2010) as attached.</p> <p>JHC Communicable Disease Exclusion JHC2020-007A (20 November 2020) as attached.</p> <p>U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause LMA 5390 (9 January 2020) as attached.</p> <p>Contracts (Rights of Third Parties) Act 1999 Clarification Clause NMA2852 (30.03.00) as attached.</p> |
| LOSS PAYEE: | Assured or Order. |

| | |
|--|---|
| EXPRESS WARRANTIES: | None. (Other than those that may be expressly contained within the policy conditions, wordings, clauses and in addition to any implied warranties under the law to which this insurance is subject – failure to comply with a warranty will, in normal circumstances, void this insurance policy.) |
| CHOICE OF LAW & JURISDICTION | In case of any dispute arising out of this insurance, the same shall be governed by and construed in accordance with Louisiana law and practice, jurisdiction subject to Institute Service of Suit Clause (U.S.A.) CL.355A (12 November 2019), as attached. |
| PREMIUM | USD 41,745 per annum and pro rata. Plus 5% Additional Premium in respect of US TRIA if accepted. Terrorism Premium \$ 2,087.00 tax \$101.22 = \$ 2,188.22 |
| PREMIUM PAYMENT TERMS | Premium Payment Clause L.S.W. 3001 (60 days), as attached. Brokers and/or Agents Cancellation Clause 507PRF00152A, as attached. |
| TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURER(S) | Nil. |
| RECORDING, TRANSMITTING & STORING INFORMATION | Where the broker maintains risk and/or claim data /information /documents the broker may hold such data/information/documents electronically. |
| (RE)INSURER CONTRACT DOCUMENTATION | This document details the contract terms entered into by the insurer (s) and constitutes the contract document. Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change. |

| | |
|--------------------------------------|--------------------|
| Quoted Premium | \$41,745.00 |
| State Tax | 2,024.63 |
| Total Premium w/out Terrorism | \$43,769.63 |

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

This insurance is subject to English law and practice

1. NAVIGATION

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

2. CONTINUATION

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

3. TERMINATION

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

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

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

4. ASSIGNMENT

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

5. PERILS

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

5.1.1 perils of the seas rivers lakes or other navigable waters

5.1.2 fire lightning explosion

5.1.3 violent theft by persons from outside the vessel

5.1.4 jettison

5.1.5 piracy

5.1.6 breakdown of or accident to nuclear installations or reactors

5.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation.

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

5.2.1 accidents in loading discharging or shifting cargo or fuel

5.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

5.2.3 negligence of Master Officers Crew or Pilots

5.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

5.2.5 barratry of Master Officers or Crew,

provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

5.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 4 should they hold shares in the vessel.

6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

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

7. POLLUTION HAZARD

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

8. COLLISION LIABILITY

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

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

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

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

- 8.2.1 Where the insured vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 7 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.

- 8.2.2 In no case shall the Underwriters' total liability under Clauses 7.1 and 7.2 exceed their proportionate part of the insured value of the vessel hereby insured in respect of any one such collision.

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

EXCLUSIONS

- 8.4 Provided always that this Clause 7 shall in no case extend to any sum which the Assured shall pay for or in respect of

- 8.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
 - 8.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
 - 8.4.3 the cargo or other property on, or the engagements of, the insured vessel
 - 8.4.4 loss of life, personal injury or illness
 - 8.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured vessel is in collision or property on such other vessels).

9. SISTERSHIP

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

10. PROTECTION AND INDEMNITY

10.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:

10.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 7

20.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the vessel, or any neglect or failure to raise, remove, or destroy the same

10.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading

10.1.4 loss of life, personal injury, illness or payments made for life salvage

10.1.5 liability under Clause 1(a) of the current Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salvor's expenses plus the increment exceed any amount otherwise recoverable under the Agreement.

10.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

10.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the vessel sick or injured persons or stowaways, refugees, or persons saved at sea

10.2.2 additional expenses brought about by the outbreak of infectious disease on board the vessel or ashore

10.2.3 fines imposed on the vessel, on the Assured, or on any Master Officer crew member or agent of the vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

10.2.4 the expenses of the removal of the wreck of the vessel from any place owned, leased or occupied by the Assured

10.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

EXCLUSIONS

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

10.7 PROVIDED ALWAYS THAT

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

11. NOTICE OF CLAIM AND TENDERS

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

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

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

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

12. GENERAL AVERAGE AND SALVAGE

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

12.2

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

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

13. DEDUCTIBLE

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

14. DUTY OF ASSURED (SUE AND LABOUR)

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

14.4 When expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the vessel as stated herein, or to the sound value of the vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

14.5 When a claim for total loss of the vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the vessel; but if the vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.

14.6 The sum recoverable under this Clause 13 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the vessel.

15. NEW FOR OLD

Claims payable without deduction new for old.

16. BOTTOM TREATMENT

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

16.1 gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,

16.2 gritblasting and/or other surface preparation of:

the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs,

areas of plating damaged during the course of fairing, either in place or ashore,

16.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above,

shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

17. WAGES AND MAINTENANCE

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

18. AGENCY COMMISSION

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

19. UNREPAIRED DAMAGE

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

20. CONSTRUCTIVE TOTAL LOSS

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

21. FREIGHT WAIVER

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

22. DISBURSEMENTS WARRANTY

- 22.1 Additional insurances as follows are permitted:

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

22.1.4

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

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

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

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

22.1.8 *Insurance irrespective of amount against:*

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

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

23. RETURNS FOR CANCELLATION

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

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

24. WAR EXCLUSION

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

24.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

24.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

24.3 derelict mines torpedoes bombs or other derelict weapons of war.

25. STRIKES EXCLUSION

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

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

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

26. MALICIOUS ACTS EXCLUSION

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

26.1 the detonation of an explosive

26.2 any weapon of war

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

27. NUCLEAR EXCLUSION

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

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

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

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

**MARINE CYBER
ENDORSEMENT
11.11.19 LMA5403:**

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

2.

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

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

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

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

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

1. Notwithstanding any provision to the contrary in this (re)insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.

- 2.1 “Communicable Disease Loss” shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being

- a) Communicable Disease, and/or
- b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or
- c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or
- d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity

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

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

- 2.3

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

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

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

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

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

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

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

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

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

NMA2852
30.03.00

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

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

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

Subject to the Underwriters' rights set forth above:

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

Lloyd's America, Inc

Attention: Legal Department

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

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

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

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

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

INFORMATION

INFORMATION

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

SECURITY DETAILS

REINSURER'S LIABILITY CLAUSE

(Re)insurer's liability several not joint

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

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

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

Proportion of liability

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

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

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

LMA3333 21 June 2007

ORDER HEREON 100% of 100% of Sum (Re)Insured

BASIS OF WRITTEN
LINES Percentage of Whole

**SIGNING
PROVISIONS**

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

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES

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

MODE OF EXECUTION CLAUSE

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

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

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

Cheryl Lirette

From: Julie Parks <Julie@larisinsurance.com>
Sent: Thursday, August 31, 2023 4:37 PM
To: Cheryl Lirette; J. Dana Ortego
Cc: Rudy Laris Jr.; Dara Martin; Julie Parks
Subject: Pontoon Bridge Renewal Offer 9.7.2023
Attachments: Terrebonne Parish Consolidated Gov't Renewal Offer Pontton Bridge.pdf

Importance: High

External Sender

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

Good afternoon,

Attached are the renewal terms for the Hull P&I coverage on the Dulac Pontoon Bridge which will expire on 9.7.2023. The terms and conditions remain the same as expiring. The value is \$4,225,000 and the deductible is \$25,000. Please review the terms and advise our office prior to expiration date should you wish to renew the coverage. We look forward to your renewal instructions.

Should you have any questions please don't hesitate to contact our office.

Julie

Julie Parks, CMIP
Commercial Lines Account Manager

OUR OFFICE WILL BE CLOSED MONDAY SEPTEMBER 4TH FOR LABOR DAY!!

Laris Insurance Agency, P.O. Box 559, 810 Crescent Ave., Lockport, LA 70374
Office: (985) 532-5576 Ext 233 Fax: (985) 532-5001
Direct Line: (985) 805-9033
Website: www.larisinsurance.com
Email: julie@larisinsurance.com



Monday, September 25, 2023

Item Title:

2023 Renewal of Gulf South Risk Services TPA contract

Item Summary:

RESOLUTION: Accept the recommendation of Administration and Risk Management Department to continue the Third-Party Administrator Contract in place with Gulf South Risk Services to become effective for November 1, 2023.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-------------------|
| Executive Summary to continue contract with GSRS | 9/14/2023 | Executive Summary |
| 2023 Resolution to accept renewal of GSRS TPA contract | 9/14/2023 | Resolution |
| Gulf South Risk Services Proposal for TPA Services | 9/14/2023 | Backup Material |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution to recommend the continuation of Third-Party Administrator Contract in place with Gulf South Risk Services to handle Workers' Compensation claims

PROJECT SUMMARY (200 WORDS OR LESS)

Administration and the Risk Management Department would like to recommend the continuation of the Third-Party Administrator contract in place with Gulf South Risk Services to handle the Workers' Compensation claims for one (1) year term with the option to renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement 90 days or more prior to the end of the initial term or any annual anniversary thereafter, per attached Proposal.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to continue the contract in place with Gulf South Risk Services as Third Party Administrator to handle Workers' Compensation claims to become effective November 1, 2023 thru October 31, 2024.

TOTAL EXPENDITURE

(Includes all fees & taxes)

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

(YES)

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Signature

September 14, 2023

Date

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Administration of all claims for Workers' Compensation through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department would like to recommend the continuation of the Third-Party Administrator Contract in place with Gulf South Risk Services to handle the Worker's Compensation claims one (1) year term with the option to renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement (90) days or more prior to the end of the initial term or any annual anniversary thereafter. per the attached Proposal; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Proposal for TPA Services with Gulf South Risk Services be accepted for One (1) more year with the option to renew thereafter on a year-to-year basis upon the same terms and conditions and become effective for November 1, 2023, and.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government is hereby authorized to accept the recommendation of Administration and the Risk Management Department to continue the Third-Party Administrator Contract in place with Gulf South Risk Services to become effective for November 1, 2023.



**GULF SOUTH
RISK SERVICES**

Terrebonne Parish Consolidated Government Proposal for TPA Services

Prepared By
Gulf South Risk Services, Inc.
250 Barrow Street ▪ Houma, LA 70360
985-868-7070 ▪ gulfsouthrisk.com

August 9, 2022

GENERAL INFORMATION

COMPANY HISTORY

Gulf South has been providing *quality claims adjustment and administration services* to private and public entities since 1984. We began in Houma, Louisiana, and we are committed to the growth and prosperity of Louisiana and the gulf coast region. We provide invaluable services to both public and private clients and are active in our communities. We are members of the National Association of Health Underwriters, Louisiana Association of Health Underwriters, Louisiana Association of Self Insured Employers and the Houma Chamber of Commerce.

Gulf South Risk Services (GSRS) is a Louisiana corporation fully insured and licensed by the Department of Insurance servicing the state of Louisiana as a third-party administrator and registered with the Louisiana Workforce Commission as a service company for the benefit of workers' compensation claims. We are also a licensed third-party administrator and claims adjusting firm in Texas, Georgia, Florida, North Carolina, and South Carolina. We provide workers compensation, auto liability, general liability, professional liability and group health claims administration and adjustment for both the public and private sector. We serve state municipalities and local governmental entities such as school districts, hospitals, and sheriff's departments.

FINANCIAL STRENGTH + STABILITY

Gulf South Risk Services has been in business for more than 30 years and has consistently delivered superior third party administration service and support for our clients during any economic climate. We have the financial strength, expert staff and technological capabilities to provide superior service and support that will not only meet TPCG's expectations, but exceed them.

RELATED SERVICES TO GOVERNMENT ENTITIES

We provide services to a number of parish school boards and other municipalities such as cities, parish governments and sheriffs departments. We also provide similar services for private clients of a similar sizes as TPCG such as publicly traded companies. Below are a few of the current municipalities that we service:

Terrebonne Parish School Board

Plaquemines Parish School Board

Iberia Parish School Board

City of Gretna

Terrebonne General Health System

OUR TEAM

Sue Duplantis is the Claims Manager. She has been with Gulf South Risk Services since 2002. Her duties include the supervision of the adjusters and staff associated with the casualty claims division which includes subrogation and recovery, an integral part of claims administration. She also assists in the investigation and handling of various claims including USL&H, Jones Act, State Workers' Compensation, General Liability and Auto Liability. She attends mediations, conferences and trials when needed. In addition, she oversees the reserving of claims and reporting to insurance carriers when necessary.

She began her insurance career with Crawford and Company in 1976 as a claims adjuster and then as a claims manager. As a claims manager she implemented, developed and supervised a light duty program (Transitional Education Program) for employees sustaining an "on the job injury". The program provided for a successful return to work of approximately 84% of the injured employees assigned to the program.

Ben Floyd is a licensed comprehensive claims adjuster and licensed Workers compensation adjuster who will be assigned to handle all of the claims for the Terrebonne Parish Consolidated Government. He has been an adjuster with GSRS for seven years and previous to that has a background in safety. Mr. Floyd holds a certified workers compensation professional designation through the Louisiana Association of Self-Insured Employers and is also a Certified Occupational Safety Specialist. He has worked with multiple school boards and local municipalities on workers compensation, automobile, employment practices, and general liability claims.

Amanda Ekiss is a licensed comprehensive claims adjuster who has been with Gulf South for 4 months. She has a background in legal work from multiple law offices handling all types of claims. Amanda will be assisting with the claims work for Terrebonne Parish Consolidated Government.

Stephanie Marcel, LPN has been practicing in the medical industry since 1999. Stephanie is an in house nurse case manager who reviews request for medical necessity and ensures that they meet treatment guidelines. She is responsible for Preauthorization of services and Utilization Review.

Nichole Hebert, RN has been a nurse for twenty-five years. Throughout her nursing career she has worked in several areas of nursing care such as Home Health, Skilled Nursing and Rehabilitation, as well as medical/surgical in a hospital setting. She is an in-house nurse case manager and handles Preauthorization and Utilization Review.

Jasmine Granier handles the IT for our claims management system such as reporting, claim set-up, and training. Jasmine has worked for Gulf South Risk Services since December of 2006. She is a licensed Workers compensation and Property & Casualty claims adjuster and holds a certified workers compensation professional designation through the Louisiana Association of Self-Insured Employers.

Jane Arceneaux has been with GSRS for 16 years and handles bill review and negotiations.

REFERENCES

Mr. Wayne Landry

General Counsel, Iberia Parish School Board

1500 Jan St. | New Iberia, LA 70562

337-685-4395

Lines of Insurance Handled: Workers compensation, auto liability, general liability, professional liability

2000 employees, Client for 11 years

Mrs. Dee Daigle

Insurance Benefits, Plaquemine Parish School Board

1484 Woodland HWY / Belle Chasse, LA 70037

(504) 595-6400

Lines of Insurance Handled: Workers compensation

Client for 13 years

Mr. Curtis Constrantiche

Risk Manager, Terrebonne Parish School Board

201 Stadium Dr. | Houma, LA 70360

985-876-7400

Lines of Insurance Handled: Workers compensation, auto liability, general liability, professional liability

2500 Employees, Client for 26 years

Ms. JoAnn Cannata

Director of Regulatory and Risk, Terrebonne General Health System

8166 Main Street | Houma, LA 70360

(985) 873-4400

Lines of Insurance Handled: Worker's compensation, general liability

Client for 20 years

VIII. SCOPES + SERVICES

Ownership

- Gulf South Risk Services is its own entity and not owned by any parent companies. GSRS is seeking the contract to provide TPA services for TPCG. GSRS is not owned by nor does it own any organization actively engaged in the sale of insurance products.

Internet based reporting and adjuster service

- Our skilled claims managers are available 24/7 and actively manage each claim to a swift resolution. We utilize a variety of different reporting services including an internet-based system called Claim Pilot. Terrebonne Parish Consolidated Government representative will be trained on how to access and use Claim Pilot.

Claims Reserves

- All Gulf South Risk Service adjusters have experience with Workers Compensation and utilize a very hands-on approach. Reserves are initially requested by the adjuster and then are reviewed with two levels of management experienced in claims handling to get the most accurate initial reserves. Reserves are then re-evaluated as new findings present themselves to best represent the claim. Our adjusters work hand in hand with the attorneys to help create the best defense strategy and are experienced in mediation and trials. We look forward to working together to provide the best possible outcome.

Claims supervisor and Staff Adjusters assigned to handle claims for TPCG

- Keith Kenney is the owner and president of Gulf South Risk Services which he incorporated in 1984. Mr. Kenney is hands on and will oversee the day to day operations between GSRS and TPCG. Sue Duplantis will be in the role of Claims Supervisor and has 18 years of experience with Gulf South Risk services. Ben Floyd will be the primary adjuster on this account. He has worked with multiple school boards and local municipalities on workers compensation, automobile, employment practices, and general liability claims

Existing claims per adjuster

- Each adjuster carries a caseload between 70-100 open claims. We see a lot of Report Only claims. These claims can be closed quickly but can push the number of open claims up for the adjuster.

Number of personnel overseen

- Sue Duplantis is the manager currently overseeing six adjusters. A number of these customers are municipalities. This is why we think this team would be most suited to handle TPCG.

VIII. SCOPES + SERVICES

Claims Investigation Services and Techniques

Worker's Compensation

After a claim is initial set up, an initial claim packet will be mailed to the claimant containing the following documents to be completed:

- Authorization for Disclosure
- LWC-WC 1025.EE Employee Certificate of Compliance
- LWC-WC 1020 Employee Monthly Report of Earnings
- LA OWCA Second Injury Board Knowledge Questionnaire
- Choice of Physician Form
- Mileage Reimbursement Form

The adjusters will make three point contact.

Contact with the Employer

Contact with the Employee

Contact with the Medical Provider

An initial recorded statement will be obtained through our Uniti Fiber phone system, transcribed, and scanned to the file.

- If the claimant wishes not to be recorded, notes are taken and saved to the file.
- If the claimant is unable to be reached, the file will be noted and a diary will be set to try again.
- On-site investigation will be schedule where appropriate and communicated with the Risk Manager.
- Verbal authorization or an authorization letter will be faxed to the medical provider for initial treatment.

Initial Reserves are set based on the type of claim that is set up.

- If the physician places work restrictions on the claimant:
 - If placed on light to sedentary duty, Adjuster will discuss with the Risk Manager if light or sedentary duty available.
 - If modified duty is not available:
 - Four weeks of wages prior to the date of accident will be requested from Terrebonne Parish Consolidated Government Human Resources department to calculated indemnity benefits.
 - An LWC-WC 1002 Notice of Payment will be completed by the Adjuster, reviewed by the Claims Manager, and filed to the Office of Workers' Compensation when the first indemnity payment is issued.
 - All indemnity payments are recorded in ClaimPilot under the Comp tab.
 - A Reserve Analysis will be completed and reserves will be set based on anticipated time to return to work and medical treatment.

VIII. SCOPES AND SERVICES

- All documents are saved to ClaimPilot under Documents and labeled for easy identification.
- Second Medical Opinion (SMO) may be initiated and chosen by Gulf South Risk Services based on preferred provides in Terrebonne Parish and surrounding areas.
 - Requested major medical procedures
 - Disagreement in medical treatment plan
- Report Only
 - Initial contact is made with the claimant to ensure no medical treatment is required.
 - Claim remains open for a minimum of 30 days.
 - Follow-Up contact with claimant after 30 days to ensure no medical treatment was/is required.
 - If no treatment was required claim is closed.
- Medical Only
 - Three point contact is made.
 - Claim diary is set for Adjuster to review the file every 45 days. Once medical is completed, all bills are processed and paid, the claim will be closed.

On-site Investigations

- When deemed necessary, adjusters will conduct on-site investigations. We work closely with administration and gather information. During on-site investigations we will take pictures, statements, measurements, assess hazards, and can point out corrective actions.

Sub-contract

- Typical services that we will subcontract are surveillance, Vocational Rehab, and legal work.

Preferred Providers

- GSRS utilizes preferred providers in all areas pertaining to claims adjusting specifically to help reduce cost of the claims. We know that the claims can swing drastically based on the response of these providers and we have a good, open communication working relationship with the providers that we utilize.

VIII. SCOPES AND SERVICES

Electronic Claims Management System

- GSRS utilizes an online claims management system known as ClaimPilot. TPCG representative will receive training and their own login to this system where they can easily pull reports and check on all of their claims. The claims can be organized in this system in any way TPCG would like.
- **ClaimPilot-** Managing a claim through ClaimPilot is easy & intuitive. ClaimPilot offers custom built step-by-step workflow that is geared for speed and simplicity. Our automated process allows you to manage your claims more accurately and keeps you from missing a beat. ClaimPilot is available from any device with internet. We understand how important it is to share data across a system and between environments.
- ClaimPilot allows Gulf South to run reports in a multitude of ways. We understand that your school board has different costs systems and needs these reports broken down. We have the ability to break down claims by job position, location, and type of claim. We will set these cost centers up specific to your organization.

Communication

- We believe in constant open communication with the customer. Each adjuster has a direct line and all have great relationships with their risk management teams. Whether it be telephone or email, you can expect a quick response and open communication. The GSRS team will meet with TPCG on a quarterly basis to review claims.
- GSRS prides itself on the level of customer service we provide. Since our adjusters do complete adjuster activities outside of the office TPCG risk manager will be provided the cell phone number of their adjuster to facilitate faster response. On top of this all adjusters receive emails on their phones and will respond quickly to any inquiry.

Claims Audits

- GSRS will work closely with TPCG to complete independent claims audits of all claims to ensure the highest level of accuracy and effectiveness.

Internal Quality Control Program

- GSRS will detail a full quality control program in case of a catastrophe or other disaster. Currently, adjuster and other staff have the ability to work remotely and will continue to work for TPCG in case of such event.

File Creation

- Claims will be set up upon receipt of initial report of injury and initial reserves will be set. Initial reserves will be adequate to pay initial expenses with a claim but will be reevaluated as the facts of the claim are discovered.

VIII. SCOPES AND SERVICES

Diaries

- ClaimPilot utilizes an internet based diary system that is set up to provide reminders on different claims. Diaries will be set to what the claim dictates. Generally, claims are reviewed more often than 30 days.

Payments and Vouchers

- GSRS will ensure that all payments and vouchers will be made promptly in accordance with any and all regulations.

Review

- All medical bills are reviewed with the adjuster and claims manager at receipt. Only bills related to the claim will be approved. In a case where causality is debatable, we will consult with a medical provider of our choosing. Adjusters will look at the DOS, diagnostic and treatment codes on each bill to ensure that the treatment was approved.
- Adjusters will put Medical Only claims in their diary to ensure review every 45 days. Once medical is complete and all bills are paid, the claims will be closed.

Duplication of Claim Files

- GSRS will provide claim files of all claims reserved in excess of \$25,000, including reserve worksheets, diary notes, file payments log and all correspondence will be provided to TPCG upon request. ClaimPilot will allow the TPCG representative to access the file and download claims information at will.

Informative Statements from the Claimant and Witnesses

- All communication or attempted communication will be documented in the notes section of ClaimPilot. Upon receipt of the FROI, a claim will be set up. Once the claim is set up the first step is to attempt to make contact with the claimant. This initial contact will be recorded through our Uniti Fiber phone system and transcribed and will act as an initial statement. If the claimant wishes not to be recorded, we will take notes that will also be entered into the notes section of ClaimPilot. If we do not receive an answer, a diary will be set to try again and documented.

TTD Benefit Communication and Verification of Continuing Indemnity Payments.

- Claimants receiving TTD benefits will be communicated with on a regular basis. Before any indemnity payments are made we will make sure we have a monthly 1020. For active claims, communication will happen more often but at a minimum on a monthly basis. Our nurse case manager will write to medical providers often for clarification on work status and we will push to get claimants back into a light duty role if one is available. Medical reports are also received with every bill and if they are not, they will be requested. Every medical report is reviewed by adjusters and communicated with management.

VIII. SCOPES + SERVICES

Second Medical Opinions

- GSRS has preferred providers for SMOs in most medical fields and will be utilized to confirm diagnosis and treatment plans from other providers. In areas where we do not have a provider we will consult with trusted medical professionals we work with for guidance. In the TPCG region we have ample providers and resources that we have existing relationships with.

Subrogation

- GSRS adjusters will subrogate in all cases of third-party negligence. Adjusters will investigate all claims and determine fault. This will be part of the initial investigation of all claims.

Excess Carrier Claims Reporting

- GSRS will report to excess carriers based on the requirements of the excess carrier. Generally claims will be reported when they hit 50% of the SIR or if medical costs are projecting to hit over 50% of the SIR. Once reported we will update the excess carrier based on their schedule which is generally once a quarter. For serious claims such as a death, extensive burn, or other major medical where we know the claim will hit the SIR the claim will be reported immediately, depending on the severity.

Second Injury Fund Claims Investigation

- GSRS has both directly reported to the second injury fund and utilized a third party for these services. In the case of a third party for second injury fund claims, we utilize Reimbursement Consultants, Inc.

Settlement Authority.

- Proposed settlements will be reviewed and approved by TPCG risk management before a settlement offer is given.

COMPENSATION

- **Annual Flat Fee** schedule for adjusting TPCG's worker's compensation claims for the life of the contract between TPCG and GSRS.

\$36,000.00

- **Data conversion** cost to transfer existing claim data into ClaimPilot.
 - There will be no cost associated with the transfer of existing claim data as long as the data is in a generally accepted format.

\$0.00

- **Fee for taking over** all open existing worker's compensation claims and continued handling until conclusion and closure of each such claim.

\$0.00

- **Medical Cost containment fees** including repricing WC medical Bills, Percentage charges for net savings of negotiated bills, Indexing fees per claim and any other ancillary services related to TPCG Claims handling.

- Allocated Loss Expenses payable to Synergy Safety and Health/A subsidiary of Gulf South Risk Services:
 - **Bill Review: \$1.60 per line fee, \$4.50 per bill fee, 10% of Savings**
 - **Nurse Case Management - \$85.00 per hour**
 - **Precertification & UR- \$85.00 per hour**
 - **Fee for ISO**

CLAIMS AGREEMENT

WITNESSETH

WHEREAS, the Service Company operates a business known as **Gulf South Risk Services**, Claims Adjusters; and the Client, Terrebonne Parish Consolidated Government.

WHEREAS, Terrebonne Parish Consolidated Government desires to employ the Service Company as its claims adjuster to administer the Workers Compensation, Auto Liability, General Liability and Professional Liability claims for said coverages in all States where Client has operations and/or a claim or loss occurs.

NOW, THEREFORE, the Service Company and Terrebonne Parish Consolidated Government subject to the following terms, conditions, and limitations agree as follows:

ARTICLE I - TERM

The Service Company agrees to provide all services agreed to herein to Terrebonne Parish Consolidated Government in connection with claims occurring during the period commencing 11/1/22 and ending 10/31/23. This agreement shall automatically renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement ninety (90) days or more prior to the end of the initial term or any annual anniversary thereafter.

ARTICLE II - FEES

See EXHIBIT A on Page 16.

ARTICLE III - DEFINITIONS

A. The term "allocated Loss Adjustment Expense: as used herein shall mean:

1. medical examinations of claimants, including the reasonable and necessary transportation expenses of claimants.
2. fees to attorneys for claims in suit and for representation at hearings or pretrial conferences, and
3. fees to court reporters; and
4. all court costs, court fees and court expenses; and
5. pre- and post-judgment interest paid as a result of litigation; and
6. fees for service of process; and
7. costs of undercover operative and detective services; and
8. costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams; and
9. costs for employing experts for their advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought; and
10. costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of Terrebonne Parish Consolidated Government liability; and
11. costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings; and
12. costs for copies of any public records and/or medical records; and
13. costs of depositions and court reported statements; and
14. costs and expenses of subrogation when referred to outside attorneys; and
15. costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one time basis to resolve disputes; and
16. any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Terrebonne Parish Consolidated Government which must have the explicit prior approval of Terrebonne Parish Consolidated Government.

CLAIMS AGREEMENT

ARTICLE III – DEFINITIONS, continued.

A. The term “allocated Loss Adjustment Expense: as used herein shall mean:

17. witness attendance fees
18. appeal bonds
19. automobile appraisals
20. trial and hearing attendance fees
21. reports from government agencies or branches
22. credit bureau reports, claim searches and ISO reporting, CMS, Medicare Set Aside Allocation
23. medical or vocational rehabilitation
24. medical cost containment services – i.e. utilization review, pre-admission authorization, hospital bill audit, provider bill audit, pre-negotiated medical bills, and medical case management which includes the services of Synergy Safety and Health which is a subsidiary of Gulf South Risk Services, Inc.. Also included is the medical transportation of claimant to medical provider.
25. Claims Adjusting fees for onsite claims investigation and adjustment at Time & Expense

B. Allocated Loss Adjustment Expenses shall not include:

1. fees for attorneys who are employed by or on permanent retainer to Terrebonne Parish Consolidated Government, the Service Company or the Client unless approved in advance by Terrebonne Parish Consolidated Government; and
2. any fee, cost or expense included for administration fees to include quarterly meetings, monthly loss runs, Online access, account administration and loss fund management.

C. The term “Claims Adjusting Services” as used herein shall mean the furnishing by the Service Company to Terrebonne Parish Consolidated Government of the following services in compliance with the terms of the applicable insurance policy and the laws of the applicable state:

1. to establish a file with respect to each claim.
2. to investigate all claims and to recommend the amount of loss reserve to be established with respect to each such claim.
3. review all Client’s claims and loss reports for losses occurring during the term of this Agreement; and
4. establish an incident or suspense file for any circumstance or event where no injury or property damage has been reported and/or is anticipated and/or being claimed; and
5. conduct a detailed investigation of each qualified claim in accordance with industry-wide standards; and
6. assure that each qualified claim file contains sufficient evidence and documentation in chronological order including copies of all paid drafts; to allow the adjuster to properly evaluate the merits of the qualified claim; such file must be readily available to Terrebonne Parish Consolidated Government and shall be provided to Terrebonne Parish Consolidated Government at its request; and
7. provide periodic detailed narrative reports on the status of each qualified claim in excess of the reporting level or reportable in accordance with claims handling guidelines; and
8. perform all administrative and clerical work in connection with qualified claims including the preparation of checks and/or drafts drawn on the loss fund established herein; and
9. respond immediately to any inquiry, complaint or request received from an insurance department, other regulatory agency, client, claimant, agent, broker, or other interested party; and
10. process each qualified claim in accordance with rules, regulation, restrictions and laws of each state or province involved, utilizing industry-wide standard forms where applicable; and
11. review all medical bills and bills for other services, for each qualified claim for causal relationship to the injury or accident,
12. monitor the treatment programs recommended for claimant by physicians, specialists and other health care providers by reviewing all reports prepared by them and performing all investigative activities as may be appropriate; and

CLAIMS AGREEMENT

ARTICLE III – DEFINITIONS, continued.

13. attend and handle where allowable by law or regulation informal hearings and/or pre-hearing conferences; and
14. prepare and maintain files necessary for a) defense of claims; b) other litigation (such as subrogation, contribution or indemnity); c) other proceedings; and d) the maintenance or control of activities and expenses; and
15. pursue all possibilities of subrogation, contribution or indemnity on behalf of client; and
16. adjust, resist and/or settle claims in accordance with authority levels granted; and
17. to select, direct counsel, supervise all litigation or other proceedings involving any claim and, where permitted, to attend any judicial or administrative hearing involving any claim.
18. pay all qualified claims and allocated loss adjustment expense timely, in accordance with the authority granted by Terrebonne Parish Consolidated Government said authority being \$_____.
19. to furnish to Insurer and/or its designees on a monthly basis, a "loss run" and a "loss fund activity report." The term "loss run" means a computer generated listing of claims that have been posted to Service Company's statistical claims system. The term "loss fund activity report" means a computer generated listing of accounting activity in the loss fund account during the preceding month that has been posted to Service Company's system. These computer-generated listings will be provided to Insurer and/or its designees in hard copy. A maximum of one (1) copy of any single listing.

ARTICLE IV – SERVICE COMPANY

1. The Service Company agrees to provide Terrebonne Parish Consolidated Government adjusting services for the price agreed to in Article II hereof except allocated loss adjustment expense, which will be assumed by Terrebonne Parish Consolidated Government.
2. The Service Company warrants that it will manage the service provided hereunder in such a way and in such a manner as to insure that every adjuster, claims investigator, appraiser and/or employee used or subcontracted by the Service Company will adjust and/or investigate every claim or matter covered by this Agreement in accordance with this Agreement.
3. The Service Company will provide Terrebonne Parish Consolidated Government with Certificates of Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, Employee Dishonesty Bond and Errors and Omissions Insurance (Professional Liability Coverage) with sufficient limits satisfactory to Terrebonne Parish Consolidated Government.
4. Terrebonne Parish Consolidated Government acknowledges that the claims and/or losses will be paid with Terrebonne Parish Consolidated Government funds. Any check in excess of \$_____ will require a second signature for payment of all claims and losses.
5. The Service Company agrees to perform its services in compliance with GSRS's claims handling guidelines and any amendments thereto.
6. The Service Company warrants that: a) it and its adjusters, claims investigators, subcontractors, or appraisers hold proper licenses; b) any service company, adjusting company, adjuster, claims investigator, or appraiser to which the Service Company subcontracts its responsibilities hereunder holds proper licenses for the work to be performed; c) it is resident in those states requiring residency in which it renders services hereunder. The Service Company agrees not to subcontract services required hereunder to others without the express written consent of Terrebonne Parish Consolidated Government.
8. The Service Company will notify TPCG within 24 hours after discovery of any breach or loss of security of its computerized data system and will provide TPCG with the names of employees whose identity has been breached.
9. To indemnify, defend and hold harmless TPCG from any claim, demand, action, damage, cost and/or expense that the Service Company may be subjected as a consequence of or as a result of any error, omission, tort, intentional act, willful misconduct or any act of negligence on the part of the Service Company and/or its employees, contractors, or subcontractors.

CLAIMS AGREEMENT

ARTICLE V – TERREBONNE PARISH CONSOLIDATED GOVERNMENT AGREES AS FOLLOWS

1. To pay to the Service Company the fees prescribed in Article II, report all claims, incidents, or potential claims in a timely manner.
2. To pay to the Service Company in addition to the claim service fees prescribed in Article II, for all claims service and for all claims and/or losses previously handled or attempted to be handled by any person, firm or corporation or Terrebonne Parish Consolidated Government before being assigned to the Service Company.
3. To pay all allocated loss adjustment expense defined in Article III and the claim service fee described in Article II. Provide adequate funds to pay all claims and expenses in a timely manner.
4. To indemnify, defend and hold harmless the Service Company from any claim, demand, action, damage, cost and/or expense that the Service Company may be subjected as a consequence of or as a result of any error, omission, tort, intentional act, willful misconduct or any act of negligence on the part of TPCG and/or its employees, contractors, or subcontractors.

ARTICLE VI – TERMINATION

- A. This agreement covers the period stated in Article I. Any continuation or renewal of this Agreement shall be the subject of further negotiation between Terrebonne Parish Consolidated Government and the Service Company. If this Agreement is terminated or not renewed Terrebonne Parish Consolidated Government shall exercise one of the following options:
1. Terrebonne Parish Consolidated Government may require the Service Company to conclude the handling of all claims occurring during the term of this Agreement whether reported before or after the term of this Agreement subject, however, to the terms, conditions and limitation of this agreement; or
 2. Terrebonne Parish Consolidated Government may require the Service Company to return all open files. This agreement may be terminated by either Terrebonne Parish Consolidated Government or the Service Company with or without cause and for any reason whatsoever upon Ninety (90) days prior written notice or may be extended for an additional ninety (90) days.
 3. The Service Company shall return to Terrebonne Parish Consolidated Government the funds held in escrow account (pursuant to Article IV) at the termination of expiration of this Agreement, or when the Service Company concludes the handling of all claims covered hereunder, whichever is later.
 4. Files are the property of the Terrebonne Parish Consolidated Government. Upon termination of this agreement, Gulf South Risk Services, Inc. will return to the Terrebonne Parish Consolidated Government one (1) electronic copy of all claims and financial data in a normally accepted format.

ARTICLE VII – CONTROLLING LAW

It is hereby agreed that this Agreement shall be interpreted and construed in accordance with the laws of the State of Louisiana and proper venue for any action shall be Louisiana.

ARTICLE VIII – SUBSEQUENT AGREEMENTS TO BE IN WRITING

The provisions set out herein constitute the whole and entire agreement between Terrebonne Parish Consolidated Government and the Service Company and may be altered only by mutual agreement, reduced to writing and executed by authorized representatives of Terrebonne Parish Consolidated Government and the Service Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in Houma, Louisiana, this 9TH day of NOVEMBER 2022.

Terrebonne Parish Consolidated Government

BY: [Signature]
Mr. Gordon Dove
TITLE: Parish President
8026 Main St.; Suite 520
ADDRESS: Houma, LA 70360

[Signature]
Mike Toups
Parish Manager
Authorized Designee
Record #1627089

GULF SOUTH RISK SERVICES, INC.

BY: [Signature]
TITLE: PRESIDENT
ADDRESS: 250 Barrow St. Houma LA 70360

EXHIBIT A – FEE SCHEDULE

CLAIMS ADMINISTRATION PROPOSAL – Terrebonne Parish Consolidated Government FOR Workers Compensation and Liability Claims (5/01/2022-4/30/2025)

| ITEM | COST |
|--|--|
| Annual Administration Services Workers Compensation TOTAL Administration Services Includes: <ul style="list-style-type: none"> • Quarterly Meetings • Monthly Loss Runs • Online Access • Account Administration • Loss Fund Management • Filing Annual reports, monthly reporting to excess carrier | \$36,000.00 |
| On-site Investigation Nurse Case Management Litigation Open Claims (in excess of 2 yrs.) Mileage | \$78/hr \$85/hr Included Included No Charge |
| Added Fees: Data Conversion Existing Claims Assumption Fee Loss Control Second Injury Fund & Recovery Subrogation BI Indexing | \$ 0.00 \$ 0.00 \$75/hr 15% of Recovery 15% of Recovery \$30/per filing |
| Bill Review: Computerized Bill Review Medical Bill Review Large Case Bill Review | \$1.60 per line fee, \$4.50/bill 10% of savings 10% of savings |
| Rate Guarantee | 3 years |



Monday, September 25, 2023

Item Title:

2024 Renewal of Sigma Consulting Contract

Item Summary:

RESOLUTION: Accept the recommendation of Administration and the Risk Management Department to continue the contract in place with Sigma Consulting Corporation for Consulting Services to commence on January 1, 2024, through December 31, 2024.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------------|
| Executive Summary Renewal of Sigma Contract | 9/14/2023 | Executive Summary |
| Resolution to continue contract with Sigma Consulting | 9/14/2023 | Resolution |
| Sigma Consulting Contract for Professional Services | 9/14/2023 | Backup Material |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Recommendation to Renew Contract with Sigma Consulting Corporation from January 1, 2024, thru December 31, 2024, for Consulting Services for Property & Casualty Insurance and Actuarial Study.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution to recommend the continuation of Contract in place for Consulting Services for Property & Casualty Insurance and Actuarial Study with Sigma Consulting Corporation, per Contract with such services to commence on January 1, 2024, thru December 31, 2024, with the option for one (1) additional year from January 1, 2025, thru December 31, 2025.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to continue the contract in place with Sigma Consulting Corporation to commence on January 1, 2024, thru December 31, 2024.

TOTAL EXPENDITURE

TOTAL COST

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

(YES)

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Signature

9/13/2023

Date

RESOLUTION NO:

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

WHEREAS, Administration and the Risk Management Department would like to recommend the continuation of Contract already in place for services of professional consultants with Sigma Consulting Corporation for a period of one year at the approximate cost of \$12,000.00 for the per year for Property/Casualty lines of coverage as well as actuarial services for a period of one year in the amount of \$17,750.00 for a total of \$29,750.00 for 2024; with the option to renew for One (1) successive one (1) year terms at the approximate cost of \$12,000.00 per year for Property/Casualty and \$18,000.00 for Actuarial services for a total of \$30,000 for 2025; the above actuarial fee schedule is contingent upon receipt of loss data in acceptable Excel usage format; if loss data is provided in paper format, an additional hourly rate of \$150.00 will be charged for loss data conversion/analysis; and

WHEREAS, such services would begin January 1, 2024, and end on December 31, 2024, with the option to renew for the one (1) successive one (1) year terms at which time services would begin on January 1, 2025, and end on December 31, 2025, and

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) has determined that the terms of this service will serve a public purpose and have a public benefit commensurate with the cost.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Policy, Procedure and Legal Committee), on behalf of Terrebonne Parish Consolidated Government is hereby authorized to accept the recommendation of Administration and the Risk Management Department to continue the contract in place with Sigma Consulting Services to commence on January 1, 2024, through December 31, 2024.

PARISH OF TERREBONNE

STATE OF LOUISIANA



ENGAGEMENT FOR PROFESSIONAL SERVICES

BE IT KNOWN that this agreement is entered into by and between **Terrebonne Parish Consolidated Government**, a political subdivision of the state of Louisiana, with a mailing address of P.O. Box 2768, Houma, Louisiana 70361, represented herein by its duly authorized Parish President, by virtue of his authority under the Terrebonne Parish Charter (hereinafter referred to as "**CLIENT**"); and **Sigma Consulting Corp.** a Louisiana corporation with a mailing address of 3945 N. I-10 Service Road West, Suite 200, Metairie, Louisiana 70002, represented herein by C. Todd Thomas, its duly authorized Director by virtue of attached Corporate Resolution (hereinafter known as "**CONSULTANT**").

I. SCOPE OF SERVICES

Section 1. Scope of Services to be provided by **CONSULTANT**. Services as set forth in this Article (collectively, the "Services"):

A. Annual **GASB Statement No. 10** Study, to include:

- Evaluation of estimated required reserves for automobile liability, general liability, utility general liability, workers' compensation, employment practices liability and public officials liability;
- Preparation of a cash-flow schedule and net present value analysis of the expected payments;
- Completion of a confidence level analysis for claims expected to occur; and,
- Project net (retained) losses expected to occur for the projected fiscal year.

Upon request from the **CLIENT**, other Risk Management and Employee Benefit Consulting Services include but are not limited to:

B. **Risk Management** consulting services:

- Review **CLIENT**'s current property, casualty, and flood insurance and make recommendations regarding necessary changes including:
 - Review current policies, insurance coverage terms, and **CLIENT**'s exposures;
 - Conduct a review and analysis of **CLIENT**'s historical loss data inclusive of optimal deductible / retention program calculations;
- With **CLIENT**, formulate timeline and deadlines for insurance renewal proposal process including develop a calendar of events for managing competitive quotes;
- Analysis of the quotations received with recommendations on selection including presentation to Administration and the Parish Council;
- Review property and casualty binders to verify conformity to quotations;
- Review property and casualty program policies when received to verify conformity to quotations;
- Provide assistance with insurance problems that might arise during the Agreement period including:
 - Representation at **CLIENT** meetings;
 - **CONSULTANT** availability for frequent conversations via telephone or in person with **CLIENT**;

- Assist in the preparation of insurance applications;
- Review of contracts and leases for risk management and insurance purposes;

C. FEMA Public Assistance and Obtain and Maintain Obligation Projects: upon request, these services may include:

- Stafford Act Insurance Commissioner's Certification (ICC) Application: prepare and review submissions for qualified disaster; this does not include any ongoing review for compliance with possible obtain and maintain obligations.
- FEMA Obtain and Maintain Insurance Obligation Compliance Review: upon request, review **CLIENT**'s FEMA public assistance project worksheets for stated obtain and maintain insurance requirements and confirm if the **CLIENT** is currently in compliance with said obligations.
- Assist **CLIENT** in drafting appeals to FEMA, as warranted, for denials of public assistance funding related to the **CLIENT**'s ICC, obtain and maintain obligations, or other **CLIENT** concern;

D. Request for Proposal (RFP) and Statement of Qualifications (SOQ) Administration: **CONSULTANT** will work with the **CLIENT** to develop timelines and specifications related to the **CLIENT**'s desired RFP & SOQ process. Services to include:

- RFP & SOQ Document Development;
- RFP & SOQ Process Administration;
- RFP & SOQ Response Evaluation and Selection Assistance;
- Vendor Contract Negotiation and Draft;

E. Building Replacement Cost Valuations for insurance purposes;

F. Employee Benefits Consulting Services;

- Audit employee benefits program;
- Rate Making/Pricing
- Reinsurance analysis and marketing
- Employee benefits analysis;
- Managed care evaluation;
- Employee benefits compliance services;
- Retirement plans consulting;
- Deferred compensation consulting;
- Cafeteria plan consulting;
- Consumer driven health plan consulting;
- Voluntary product evaluations; and
- Benefits bid specifications preparation.

G. GASB 75 Reporting for Postemployment Benefits Other Than Pension Plans

CLIENT agrees that **CONSULTANT**'s services are not intended to be legal advice and are not a substitute for the assistance of a licensed attorney. **CONSULTANT** provides business management advice and recommendations in the areas of Insurance, Risk Management, Benefits and Human Resources. Individuals and entities should consult with competent, independent, legal counsel in the relevant jurisdiction on legal issues. **CONSULTANT** does not provide any insurance product placement.

Section 2. Services to be Performed by **CLIENT**. **CLIENT** shall perform each of the requested services as set forth in this Article:

- Provide administration of the Agreement in a timely manner;
- Provide access to all personnel and records deemed necessary for the performance of the Services by **CONSULTANT** in a timely manner; and,
- Provide all information in the **CLIENT**'s possession and/or control requested by **CONSULTANT** in the performance of the Services in a timely manner.

II. TERM

This contract for professional services shall be effective commencing January 1, 2023 and ending December 31, 2023, regardless of the date(s) of execution. The parties may, upon their joint agreement, renew this contract for two (2) successive one (1) year terms.

III. PROFESSIONAL FEES

- A. **CONSULTANT** will invoice **CLIENT** annually for **GASB Statement No. 10** actuarial services upon completion of the actuarial analysis project using the following report schedule:

- 1st Year: \$17,500.00
- 2nd Year: \$17,750.00
- 3rd Year: \$18,000.00

The above actuarial fee schedule is contingent upon receipt of loss data in acceptable Excel usage format. If loss data is provided in paper format, an additional hourly rate of \$150.00 will be charged for loss data conversion/analysis.

- B. **CONSULTANT** will invoice **CLIENT** hourly for services other than the GASB Statement No. 10 Report. **CONSULTANT**'s hourly rates for studies, tasks, or reports as requested and as fall within Services outlined above in the Scope of Services above are as follows and will be billed monthly to **CLIENT**.

| Consultant Position | Hourly Rate |
|---------------------------|-------------|
| Engagement Manager | \$255 |
| Actuary | \$TBD* |
| Senior Consultant | \$185 |
| Consultant/Specialist | \$140 |
| Assoc. Consultant/Analyst | \$115 |
| Technical Admin. | \$85 |

*This Rate does not include actuarial services. Actuarial service quotes and/or special project fees are available upon request. Any Rate change for a Consulting Actuary will be approved in writing by the **CLIENT** to the **CONSULTANT** prior to the commencement of the requested Service.

Some Projects or Actuarial Reporting may be negotiated and billed at a flat project rate depending upon the final project scope and resources needed, subject to additional written mutual agreement between the **CLIENT** and the **CONSULTANT**.

- C. **CONSULTANT** reserves the right to petition **CLIENT** for change orders to this contract, including, but not limited to, changes in compensation, based upon any change in the scope of this contract as outlined in the Scope of Services, Section I, above.
- D. Expenses for mileage, airfare, travel, parking fees are extra and will be billed as incurred each month. Monthly billings may also include all expenses related to production, graphic design, printing or shipping costs associated with special project reporting tasks or public adjusting services relative to this Agreement.
- E. **CONSULTANT** will invoice at the end of each month after services have been provided. Hours will be tracked chronologically by the date of service. **CONSULTANT**'s invoice will list the time expended for all actual work performed by date and hours, down to the quarter of an hour, with specific reference to the nature of the work performed. **CLIENT** agrees to remit to **CONSULTANT** on net 30-day terms payment of all invoices or any non-contested portion thereof.

- F. Billing Disputes: **CLIENT** shall have 180 days upon receipt of any billing by **CONSULTANT** to dispute any bill or portion of a bill submitted. Should **CLIENT** fail to dispute a billing within this prescribed period of time, the billing shall be presumed correct.
- G. Method of Notification of Disputed Billings: **CLIENT** shall immediately notify **CONSULTANT** by electronic mail (e-mail) addressed to Todd Thomas, tthomas@sigmacorp.net. The communication shall reference **CONSULTANT** project number, if any, and invoice number and invoice date. **CLIENT** shall also state the amount of the bill that is being disputed and the amount that is not in dispute. **CLIENT** shall immediately pay to **CONSULTANT** the amount not in dispute.

IV. TERMINATION

- A. Either party shall have the right to cancel this contract, at any time, with or without cause, by giving the other party sixty (60) days written notice forwarded to their respective address first listed herein by certified U.S. mail.
- B. In the event that this contract is canceled or terminated, **CONSULTANT** will be compensated for all work in progress and/or all work which has been completed but not yet invoiced to **CLIENT**, subject to **CLIENT**'s review and approval of same.
- C. In the event this Agreement is terminated for any reason, whatsoever, the parties' obligations of indemnification, confidentiality, audit, and insurance as necessary to preserve coverage for occurrences, shall survive termination.

V. INDEMNIFICATION

- A. To the fullest extent permitted by law, **CONSULTANT** shall defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of **CONSULTANT**, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, **CONSULTANT** agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.
- B. To the fullest extent permitted by law, **CLIENT** shall hold harmless **CONSULTANT** from and against any and all claims, damages, liabilities, costs, losses, expenses, suits, and judgments, including but not limited to attorneys' fees, arising out of or resulting from **CLIENT**'s rights and obligations identified within this contract and to have been committed or alleged to have been committed during the contract term, provided that such claim, damage, liability, cost, loss, expense, suit or judgment is caused in whole by negligent acts or omissions of **CLIENT**.
- C. In the event of joint and concurrent negligence of both **CONSULTANT** and **CLIENT**, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the TPCG under Louisiana law and without waiving any defenses of the parties hereto.

VI. LIMITATION OF LIABILITY

Except for breach of either party's intellectual property and confidentiality obligations hereunder, in no event shall either party's aggregate liability exceed the greater of either two-times the amounts actually paid to **CONSULTANT** in the twelve (12) month period immediately preceding the event giving rise to such claim or the maximum amount of insurance maintained by the party as required by this Agreement. To the extent that any claims arise from breach of either party's intellectual property or confidentiality obligations, in no event shall the liable party's aggregate liability hereunder exceed One Million Dollars (\$1,000,000.00).

VII. INSURANCE REQUIREMENTS

At its costs, **CONSULTANT** shall procure and maintain for the duration of this Agreement insurance coverage against claims for damages to persons or damages to property which may arise from or in connection with the performance or nonperformance of the services provided hereunder by **CONSULTANT**, its subcontractors agents, representatives, employees or assigns in conformity with the terms, conditions, and requirements noted below.

A. Minimum Limits of Insurance. **CONSULTANT** shall maintain limits no less than:

- Professional Liability Coverage (E & O): The limits of this coverage shall be a minimum of \$1,000,000.00 per loss; \$1,000,000 Aggregate. This requirement shall extend to all professional subcontractors employed by **CONSULTANT**. **CONSULTANT** shall provide certification of such insurance and a copy of the policy upon request.
- Commercial General Liability, including contractual coverage, in the minimum amount of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. Utilize the latest Insurance Services Office form covering Commercial General Liability. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. Utilize the latest Insurance Services Office form covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this Agreement, and **CONSULTANT** does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- Workers' Compensation limits as required by the Labor Code of the State in which **CONSULTANT** will conduct operations for services rendered in this Agreement and Employer's Liability coverage.

B. Deductibles and Self-Insured Retentions. **CONSULTANT** shall declare to **CLIENT** any deductibles or self-insured retention, and at the option of **CLIENT**, either.

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

D. Verification of Coverage. **CONSULTANT** shall furnish **CLIENT** with certificates of insurance of its insurance policies affecting coverage required. **CLIENT** reserves the right to require complete, certified copies of all required insurance policies at any time.

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

- TPCG, its officers, officials, employees, Boards and Commissions and volunteers

are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers.

- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and Commissions or volunteers.
 - Workers' Compensation and Employer's Liability Coverage – CONSULTANT shall waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for TPCG.
- F. Subcontractors. CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

VIII. CONFIDENTIALITY OF RECORDS

- A. All information provided in the course of the professional relationship between **CLIENT** and **CONSULTANT** will be confidential and used only in connection with **CONSULTANT**'s performance of the Services for **CLIENT**. Any information **CLIENT** provides to **CONSULTANT** will remain **CLIENT**'s property and will be returned to **CLIENT** upon request. Notwithstanding the foregoing, **CONSULTANT** has the right to retain copies of such records to the extent required in the ordinary course of business or by law. Any work product **CONSULTANT** produces for **CLIENT** shall become **CLIENT**'s property.
- B. To the extent required by the federal regulation promulgated pursuant to the Health Insurance Portability and Accountability Act, Public Law No. 104-191 (HIPAA), as such regulations may be amended and interpreted from time to time, **CONSULTANT** does hereby assure **CLIENT** that it will appropriately safeguard individually identifiable protected health information (PHI) made available to or obtained by **CONSULTANT** pursuant to this Contract for Professional Services. Without limiting the obligation of **CONSULTANT** otherwise set forth in this Contract or imposed by applicable law, **CONSULTANT** agrees to comply with applicable requirements of law relating to this Contract and with respect to any task or other activity **CONSULTANT** performs on behalf of **CLIENT**, specifically **CONSULTANT** shall:
- 1) Not use or further disclose information other than as permitted or required by this Contract or as required by law;
 - 2) Use appropriate safeguards to prevent the use or disclosure of information other than as provided for in the Contract;
 - 3) Report to **CLIENT** any use or disclosure of information not provided for by this Contract of which **CONSULTANT** becomes aware;
 - 4) Ensure that any subcontractors or agents to whom **CONSULTANT** provides information agree to the same restrictions and conditions that apply to **CONSULTANT** with respect to PHI or other confidential information;
 - 5) Make available information in accordance with applicable law; and
 - 6) Report to **CLIENT** any and all security incidents of which **CONSULTANT** becomes aware.

IX. MISCELLANEOUS

- A. **CONSULTANT** shall perform all Services required to be performed under this Agreement by experienced and qualified personnel in good faith, with diligence and care, and in a professional manner.
- B. **CONSULTANT** hereby agrees that the responsibility for payment of taxes for the funds received under this agreement shall be **CONSULTANT**'s obligation.

- C. **CLIENT** may review and/or audit all records of **CONSULTANT**, which relate to this Agreement.
- D. Non Appropriation. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by **CLIENT** in any fiscal year covered by this agreement, this agreement may be terminated by the **CLIENT** giving notice to **CONSULTANT** of such facts and the **CLIENT**'s intention to terminate its financial obligation.
- E. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by either party, either voluntarily or involuntarily or by any process of law, and shall not be or come under the control of creditors or trustee(s) without the express prior written consent of the other party. In the event of any assignment, the assignee shall assume the liability with the assignor who shall continue to remain liable for the faithful performance of the Agreement.
- F. Financial Disclosure and Audit. **CONSULTANT** acknowledges that **CLIENT** is a political subdivision of the state of Louisiana, and is subject disclosure and audit as provided by law. Therefore, to the extent applicable by law, each recipient of this Agreement shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives. The terms used in this paragraph shall assume the meaning assigned by the applicable statutes.
- G. It is also hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of **CONSULTANT** which relate to this Agreement, upon request.
- H. **CONSULTANT** and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of three (3) years after the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- I. The failure of either party to enforce any or all of the terms or conditions of this Agreement in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this Agreement.
- J. This Agreement shall be governed by the laws of the state of Louisiana. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- K. Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.
- L. If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.
- M. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

X. ACCEPTANCE

A. SIGMA CONSULTING CORP

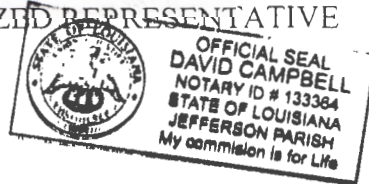
THUS done and signed on this 7 day of November 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Metairie, Parish/County of Jefferson, State of Louisiana after a thorough reading of the whole.

WITNESSES:

[Signature]

[Signature]

X:
BY: C. TODD THOMAS, CHIEF CONSULTANT
AND DULY AUTHORIZED REPRESENTATIVE



[Signature]
NOTARY PUBLIC

B. TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

THUS done and signed on this 26TH day of OCTOBER 2022 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, Terrebonne Parish, Louisiana after a thorough reading of the whole.

WITNESSES:

TPCG:

Julienne Authement
Julienne Authement
Leilani H. Adams
Leilani H. Adams

X: [Signature]
BY: GORDON E. DOVE, PARISH PRESIDENT
Mike Toups
Parish Manager
Authorized Designee
Record #1627089

[Signature] #17734
NOTARY PUBLIC
J. DANA ONTEGO #17734