

---

# TERREBONNE PARISH COUNCIL

## BUDGET AND FINANCE COMMITTEE

<b>Mr. Brien Pledger</b>	<b>Chairman</b>
<b>Mr. Carl Harding</b>	<b>Vice-Chairman</b>
<b>Mr. Clayton Voisin Jr.</b>	<b>Member</b>
<b>Mr. John Amedee</b>	<b>Member</b>
<b>Mr. Kevin Champagne</b>	<b>Member</b>
<b>Mr. Clyde Hamner</b>	<b>Member</b>
<b>Mr. Daniel Babin</b>	<b>Member</b>
<b>Ms. Kim Chauvin</b>	<b>Member</b>
<b>Mr. Steve Trosclair</b>	<b>Member</b>



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 9, 2024  
5:30 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. RESOLUTION:** Authorizing the Parish President to execute a new agreement between the Parish and Terrebonne Parish District Attorney's Office Juvenile Services for the Single Point Assessment and Resource center operation (SPARC).
- 2. RESOLUTION:** Concurring with the Parish Administration approving the sole source / proprietary purchase parts and repair of street sweeper unit # 2246 for the Terrebonne Parish Solid Waste Department from Covington Sales & Service Inc.

3. **RESOLUTION:** Concurring with the Parish Administration approving the sole source/proprietary purchase of Custom Web Android and iOS App Development for the Terrebonne Parish Public Works, Transit Division from Transit Fare & Systems, Ltd.
4. Consider the introduction of an ordinance to authorize the Parish President to revise and execute on behalf of Terrebonne Parish Consolidated Government (TPCG) a Lease of Commercial Space between TPCG and HUB International Midwest LTD to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360; and call a public hearing on said matter on Wednesday, September 25, 2024, at 6:30 p.m.
5. Consider the introduction of an ordinance to amend the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
  - I. Houma Police Department, \$5,093
  - II. Government Tower Repairs, \$95,000
  - III. Municipal Auditorium, \$185,100
  - IV. Non-District Recreation Fund, \$100,000
  - V. Houma Downtown Development, \$3,000and call a public hearing on said matter on Wednesday, September 25, 2024 at 6:30 p.m.
6. Adjourn

Category Number:  
Item Number:



Monday, September 9, 2024

---

**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

---

Category Number:  
Item Number:



Monday, September 9, 2024

---

**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

---



Monday, September 9, 2024

---

**Item Title:**

CEA Agreement Between TPCG & DA's Office

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute a new agreement between the Parish and Terrebonne Parish District Attorney's Office Juvenile Services for the Single Point Assessment and Resource center operation (SPARC).

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	8/16/2024	Executive Summary
Resolution	8/16/2024	Resolution
SPARC CEA	8/16/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Cooperative Endeavor Agreement between TPCG & DA's Office

### PROJECT SUMMARY (200 WORDS OR LESS)

Authorizing the Parish President to execute a new agreement between the Parish and Terrebonne Parish District Attorney's Office Juvenile Services for the Single Point Assessment and Resource Center operations (SPARC).

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

The new Cooperative Endeavor Agreement with Terrebonne Parish District Attorney Office Juvenile Services for the maintenance of SPARC operations in Terrebonne Parish shall further the Parish's goals of providing for youth services, and that same will benefit the citizens of Terrebonne Parish by establishing a single point of entry for youth and family resources offered within Terrebonne Parish.

### TOTAL EXPENDITURE

**\$250,000.00**

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

(ACTUAL)

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A	NO	(YES)	IF YES AMOUNT BUDGETED:	<b>\$250,000.00</b>
-----	----	-------	----------------------------	---------------------

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

(PARISHWIDE)    1    2    3    4    5    6    7    8    9

\_\_\_\_ Joseph Harris \_\_\_\_\_

\_\_\_\_ 8-16-2024 \_\_\_\_\_

Signature

Date

OFFERED BY:  
SECONDED:

RESOLUTION NO.

A resolution authorizing the Parish President to execute a new agreement between the Parish and Terrebonne Parish District Attorney's Office Juvenile Services for the Single Point Assessment and Resource center operation (SPARC).

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

WHEREAS, Title 46, Chapter 22, Part III of the Louisiana Revised Statutes authorized the governing authority of Terrebonne Parish, upon the enactment of appropriate resolutions, to create a children and youth planning board in Terrebonne Parish to provide for the preparation of a comprehensive plan for the development, implementation, and operation of services for children and youth in the parish;

WHEREAS, Title 46, Chapter 22, Part III of the Louisiana Revised Statutes also authorized the Terrebonne Parish governing authority to establish an advisory board which would report to a youth services planning board;

WHEREAS, as a result of the efforts and upon recommendation of the Single Point Assessment and Resource Center ("SPARC") Advisory Committee, Terrebonne Parish District Attorney's Office Juvenile Services has requested funding from the TPCG in order to maintain the operation of the Single Point Assessment and Resource Center ("SPARC") in Terrebonne Parish, with the goals of providing comprehensive assessments for youth and families to facilitate referrals to appropriate resources and community services, maintaining a system designed to outline intervention needs and plans and monitor services as needed, and serving as a source of information to the juvenile justice system and children's policy makers; and

WHEREAS, TPCG has agreed to assist the Terrebonne Parish District Attorney's Office Juvenile Services with the SPARC program by providing Terrebonne Parish District Attorney's Office Juvenile Services with funds in an amount not to exceed \$250,000 per year of operation of the SPARC program pursuant to the attached agreement, with an option to renew funding for an additional term, in consideration for the services SPARC provides to the youth of Terrebonne Parish; and

WHEREAS, TPCG finds that entering into a new Cooperative Endeavor Agreement with Terrebonne Parish District Attorney Office Juvenile Services for the maintenance of SPARC operations in Terrebonne Parish shall further the Parish's goals of providing for youth services, and that same will benefit the citizens of Terrebonne Parish by establishing a single point of entry for youth and family resources offered within Terrebonne Parish; and

WHEREAS, TPCG finds that any expenditure or transfer of public funds according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and

NOW THEREFORE BE IT RESOLVED BY THE TERREBONNE PARISH COUNCIL, to authorize and execute an agreement between the Parish and the Terrebonne Parish District Attorney Office Juvenile Services for the Single Point Assessment and Resource center operation (SPARC), and the form of the agreement shall be approved by the Parish Attorney.

This resolution, having been introduced, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\* \* \* \* \*

I, \_\_\_\_\_, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Service Committee in Regular Session on \_\_\_\_\_, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
TERREBONNE PARISH DISTRICT ATTORNEY'S OFFICE  
FOR  
SINGLE POINT ASSESSMENT AND RESOURCE CENTER OPERATION**

This Cooperative Endeavor Agreement has been entered into and is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, (herein sometimes referred to as "**TPCG**"), a political subdivision of the State of Louisiana, herein represented by Jason W. Bergeron, President of Terrebonne Parish Consolidated Government, by virtue of Terrebonne Parish Council Resolution No. \_\_\_\_\_, 8026 Main Street, Suite 700, Houma, LA 70360; and

**TERREBONNE PARISH DISTRICT ATTORNEY'S OFFICE – JUVENILE SERVICES (EIN 72-1056883)**, (herein sometimes referred to as "**TPDA Juvenile Services**"), represented herein by Joseph L. Waitz, Jr., Elected District Attorney of Terrebonne Parish, who in order to serve the public for the purposes hereinafter stated, declared and acknowledged as follows:

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

**WHEREAS**, Title 46, Chapter 22, Part III of the Louisiana Revised Statutes authorized the governing authority of Terrebonne Parish, upon the enactment of appropriate resolutions, to create a children and youth planning board in Terrebonne Parish to provide for the preparation of a comprehensive plan for the development, implementation, and operation of services for children and youth in the parish;

**WHEREAS**, as a result of the efforts and upon recommendation of the Youth Board, TPDA Juvenile Services has requested funding from the TPCG in order to establish and maintain the operation of a **Single Point Assessment and Resource Center ("SPARC")** in Terrebonne Parish, with the goals of providing comprehensive assessments for youth and families to facilitate referrals to appropriate resources and community services, maintaining a system designed to outline intervention needs and plans and monitor services as needed, and serving as a source of information to the juvenile justice system and children's policy makers; and

**WHEREAS**, TPCG has agreed to assist **TPDA Juvenile Services** with the SPARC program by providing the **TPDA Juvenile Services** with funds in an amount not to exceed \$250,000 for the term of this agreement, with an option to renew funding for an additional year, in consideration for the services SPARC will provide to the youth of Terrebonne Parish, and

**WHEREAS**, TPCG finds that entering into a cooperative endeavor with **TPDA Juvenile Services** for the establishment and maintenance of SPARC operations in Terrebonne Parish shall further the Parish's goals of providing for youth services, and that same will benefit the citizens of Terrebonne Parish by establishing a single point of entry for youth and family resources offered within Terrebonne Parish; and

**WHEREAS**, TPCG finds that any expenditure or transfer of public funds according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of it public funds; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and TPDA Juvenile Services, agree to the following:

## **I. PURPOSE**

The purpose of this agreement is to fund the establishment and operation of a Single Point Assessment and Resource Center (“SPARC”) within Terrebonne Parish to be operated by TPDA Juvenile Services, to facilitate the assessment of youth and families within the Parish in order to refer them to appropriate community resources and services in furtherance of SPARC’s mission, which is:

... to be a single entry point and coordinated approach to youth services that assists local systems of care in managing community resources efficiently and effectively in Terrebonne Parish; to provide a non-threatening, inclusive atmosphere for those parents and youth looking for information and/or services in prevention and crisis intervention; and to use evidence based screenings and referrals to divert at-risk youth from the juvenile justice system into appropriate and meaningful services when necessary that will lead to better outcomes for youth and families.

Funding from TPCG, as defined below shall be used to fund SPARC’s general operating budget, with the understanding that operations and funding shall be subject to oversight by TPCG.

## **II. TERM**

The initial term of this agreement shall commence on the date of execution of this agreement by all parties and shall expire three years from the effective date. Parties may renew this agreement for one additional three-year term upon mutual written consent.

## **III. TPDA - JUVENILE SERVICES OBLIGATIONS**

a. Statement of Work. TPDA - JUVENILE SERVICES shall establish, staff, and operate a Single Point Assessment Resource Center (“SPARC”) at a location, subject to pre-approval by TPCG and Youth Board, conducive to its goals in furtherance of the purposes hereunder in accordance with the Statement of Work attached hereto at Exhibit 1.

b. Performance Goals. TPDA - JUVENILE SERVICES shall make a reasonable effort to reach or exceed the performance goals established by the parties and attached hereto at Exhibit 2.

c. Facility Security. TPDA - JUVENILE SERVICES shall clearly identify security needs, if needed, for the SPARC facility, prior to start up, and obtain memoranda of understanding (“MOU”) from agencies tasked with said security, if needed, clearly defining the roles of the various security agencies. TPCG shall assist with the preparation of security MOUs upon request by TPDA - JUVENILE SERVICES. Under no circumstances shall TPCG be held responsible for obtaining security services or for providing funds for security for the operation of SPARC, if any is required.

d. Responsibility for Juveniles. Once a juvenile enters the SPARC facility or program, TPDA - JUVENILE SERVICES shall assume and maintain complete responsibility and control of said juvenile until such time as the juvenile is released to a parent, a legal guardian, or as otherwise provided by law.

e. Reporting. TPDA - JUVENILE SERVICES shall provide monthly reports to TPCG, tracking performance measures and accounting for public funds, including but not limited to data on SPARC referrals, SPARC’s impact on the Terrebonne Parish juvenile justice system, SPARC’s follow up for individual impact statements, any and all other data which show progress in TPDA - JUVENILE SERVICES’s performance goals as outlined herein or as requested by TPCG, and a brief statement of current progress and plans for future improvements. TPDA - JUVENILE SERVICES shall provide a final report to TPCG.

f. Confidential Information. The confidentiality of information obtained by TPDA - JUVENILE SERVICES regarding juveniles in the SPARC program is of the utmost importance. TPDA - JUVENILE SERVICES shall abide by the laws and regulations concerning confidentiality which safeguard such information and patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper

discharge of TPDA - JUVENILE SERVICES obligations. Information shall not be disclosed without proper authorization or as otherwise required by law or court order. TPDA - JUVENILE SERVICES agrees that this obligation shall survive the expiration or termination of this agreement.

g. Indemnification. To the fullest extent permitted by law, TPDA - JUVENILE SERVICES shall indemnify and hold harmless TPCG, and its elected or appointed officials, officers, directors, partners, agents, consultants, and employees, including volunteers, from and against any and all claims, demands, costs, expenses, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or related to the startup and operation of SPARC or arising under this agreement, provided that any such claim, demand, cost, loss, expense, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or loss of or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused in whole or part by any negligent acts or omissions of the TPDA - JUVENILE SERVICES or its officers, directors, partners, employees, consultants, agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, or demand is caused in part by a party indemnified hereunder. TPDA - JUVENILE SERVICES shall not be obligated to indemnify TPCG or its elected or appointed officials, officers, directors, partners, agents, consultants, and employees, from their own negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

h. Insurance. For the duration of this agreement, TPDA - JUVENILE SERVICES shall maintain insurance as follows:

1. Professional Liability Insurance, with a minimum coverage amount of \$1,000,000.00 combined single limit. This requirement shall extend to all professional employees and subcontractors employed by TPDA - JUVENILE SERVICES for SPARC operations. TPDA - JUVENILE SERVICES shall provide certification of such insurance and a copy of the policy upon request.
2. General Liability Insurance with a minimum of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage; naming the Terrebonne Parish Consolidated Government as an additional insured. TPDA - JUVENILE SERVICES shall provide certification of such insurance and a copy of the policy upon request.
3. Workers' Compensation Insurance in the amount of the Louisiana statutory minimum requirements with a waiver of subrogation in favor of TPCG. TPDA - JUVENILE SERVICES shall provide certification of such insurance and a copy of the policy upon request.
4. Auto Liability Insurance with a minimum coverage \$1,000,000.00 combined single limit per accident for owned, non-owned and hired vehicles. Such insurance shall cover the use of any non-licensed motor vehicle engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified. TPDA - JUVENILE SERVICES shall provide certification of such insurance and a copy of the policy upon request.
5. Deductibles and Self-Insured Retentions must be declared to and approved by TPCG prior to entering into this agreement. TPCG may require insurer to reduce or eliminate such deductibles or self-insured retentions as respects TPCG, or TPCG may require TPDA - JUVENILE SERVICES to procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled unless thirty (30) days prior written notice has been given to TPCG.
7. Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A-:VI. This requirement will be waived for workers' compensation coverage only if workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.
8. TPDA - JUVENILE SERVICES shall provide certificates of insurance to TPCG evidencing

coverage as required hereunder prior to any work under this agreement. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. TPDA - JUVENILE SERVICES 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.

#### **IV. FUNDING AND CONSIDERATION BY TPCG**

In consideration of the services as set out herein provided to Terrebonne Parish by TPDA - JUVENILE SERVICES under SPARC, TPCG shall provide TPDA - JUVENILE SERVICES no more than Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars for use in the operation of SPARC under each budget year of this agreement. Should Parties renew this agreement for an additional term, TPCG may provide additional funds for the operation of SPARC, subject to approval by the Terrebonne Parish Council.

#### **V. INVOICING AND PAYMENTS**

a. Operating Expenses. TPDA - JUVENILE SERVICES is responsible for the payment of any and all operating expenses required to start up and operate SPARC in order to facilitate its obligations under this agreement.

b. Invoicing. During the effective period of this agreement, TPDA - JUVENILE SERVICES shall submit monthly invoices to TPCG evidencing the amount of actual reimbursable costs, including but not limited to salaries and wages, paid by TPDA - JUVENILE SERVICES for SPARC operations. All invoices shall be itemized, detailed, and supported with appropriate back up documentation and performance reports as required by TPCG.

c. Reimbursable Costs. Reimbursable Costs are the actual expenses incurred directly or indirectly in connection with the operation of SPARC consistent with the overall mission of SPARC. Overtime wages and any expenses associated with building improvements are not reimbursable unless approved in advance by TPCG. TPCG shall maintain the discretion to review TPDA - JUVENILE SERVICES invoices for reimbursable costs and strike line items they deem to be non-reimbursable.

d. Reimbursement for Operating Expenses. Within 30 days of receipt, TPCG shall reimburse TPDA - JUVENILE SERVICES up to the total reimbursable amount of each monthly invoice submitted for the operation of SPARC, provided TPDA - JUVENILE SERVICES has produced satisfactory proof of costs associated with SPARC operations.

e. Reimbursement Cap. Maximum reimbursement by TPCG to TPDA - JUVENILE SERVICES for SPARC operations during the initial term of this agreement shall in no event exceed Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars per TPCG budget year.

f. Option to Hold Funds. In the event reimbursable funds approach the maximum of the reimbursement amount prior to the expiration of the initial term of this agreement, TPCG may retain up to Twenty-Five Thousand and No/100 (\$25,000.00) from the maximum reimbursement amount pending the expiration of the initial term of this agreement. Any funds held in accordance herewith shall be payable to TPDA - JUVENILE SERVICES within 30 days of receipt of the final invoice in the amount of reimbursable costs as determined by TPCG.

#### **VI. AUDITS**

It is hereby agreed that TPCG, or any appropriate state or federal agencies shall have the option of auditing records and accounts of TPDA - JUVENILE SERVICES and/or SPARC which relate to this agreement during and up to (3) years after termination of this agreement. Any request to audit the records and accounts of the TPDA - JUVENILE SERVICES and/or SPARC shall be presented in writing and the TPDA - JUVENILE SERVICES and/or SPARC shall provide the requested records and accounts within thirty (30) days of the request. The Louisiana Public Records laws and federal Freedom of Information Act shall govern the disclosure of any information provided under or pertaining to this Agreement. Should an audit reveal that expenditures were not made consistent the provisions of this agreement, the TPDA - JUVENILE SERVICES assumes sole responsibility for reimbursement to TPCG a sum of money equivalent

to the amount of any expenditures disallowed.

## **VII. DISCRIMINATION CLAUSE**

All parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and each agrees to abide by the requirements of the Americans with Disabilities Act of 1990. All parties agree not to discriminate in their employment practices, and will render services under this contract without discrimination, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the parties or failure to comply with these statutory obligations when applicable shall be grounds for the termination of this contract.

## **VIII. TERMINATION**

a. For Cause. TPCG may terminate this agreement for cause for the failure or inability of the TPDA - JUVENILE SERVICES and/or SPARC to comply with the terms and/or conditions of this agreement or meet reasonable performance objectives as established herein, provided reasonable allowances are made for circumstances beyond TPDA - JUVENILE SERVICES's control. TPDA - JUVENILE SERVICES may terminate this agreement for cause for the failure or inability of the TPCG to comply with the terms and/or conditions of this agreement, provided reasonable allowances are made for circumstances beyond TPDA - JUVENILE SERVICES's control.

b. For Convenience. TPCG may terminate this contract upon giving thirty (30) days advanced written notice to TPDA – JUVENILE SERVICES.

c. Mutual Agreement. The parties may terminate by mutual written agreement.

d. Non-Appropriation. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by the governing authority of TPCG in any fiscal year covered by this agreement, this agreement may be terminated by TPCG giving notice to TPDA - JUVENILE SERVICES of such facts and TPCG's intention to terminate its financial obligation. Upon receipt of such notice, all of TPDA - JUVENILE SERVICES obligations under this contract shall terminate, except where otherwise provided for herein.

e. Effect on Funding. In the event of termination, TPDA - JUVENILE SERVICES will be paid for reimbursable costs incurred up to the date of termination.

## **IX. NOTICES**

The parties hereby agree that, in order to be effective, any notices and documentation with respect to this agreement shall be sent to the parties at the addresses given below:

If to TPCG:  
**Attn. Parish President**  
**Terrebonne Parish**  
**Consolidated Government**  
**P.O. Box 2768**  
**Houma, LA 70361**

If to Youth Board:  
**Attn. Chairperson**

If to TPDA - JUVENILE  
SERVICES:  
**Attn. President**  
**8326 Main Street**  
**Houma LA 70363**

If to TPSO:  
**Hon. Timothy Soignet**  
**Sheriff**  
**P.O. Box 1990**  
**Gray, LA 70359**

## **X. OTHER PROVISIONS**

a. **No Assignment.** No party shall assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the prior written consent of the other party, which consent shall not be unreasonably withheld.

b. **Headings.** The Section or Article “Headings” and paragraphs and their numerical and/or alphabetical notations, for the purposes of this agreement, are solely for ease of reference.

c. **No Amendment.** The parties hereby agree that, in order to be effective, any amendment to this agreement shall be in writing and signed by all parties.

d. **Choice of Law.** This agreement is a Louisiana contract, and all of its terms shall be construed in accordance with, and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties hereto submit to the jurisdiction of the 32<sup>nd</sup> Judicial District Court located in the Parish of Terrebonne, State of Louisiana, in the event of any legal proceedings in connection with this agreement.

e. **Entire Agreement.** This agreement, together with any attached exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties hereto with respect to the subject matter of this agreement.

f. **Compliance with Laws.** TPDA - JUVENILE SERVICES shall comply with all applicable rules, laws, ordinances, and codes of the federal, state and local government.

g. **Severability.** If any term or condition of this agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

h. **No Third Party Rights.** This Agreement shall not create any rights or benefits to parties other than the TPCG and TPDA - JUVENILE SERVICES. Furthermore, this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the TPDA - JUVENILE SERVICES and the TPCG and their employees, agents, or assigns, but rather is an agreement by and between two independent contractors.

## **XI. INTERVENOR’S ACKNOWLEDGMENT AND CONSENT**

AND NOW APPEARING HEREIN AS INTERVENER, comes the **TERREBONNE PARISH CHILDREN AND YOUTH PLANNING BOARD**, (“**Youth Board**”), a Terrebonne Parish Board created under authority of Louisiana law, represented herein by its Chairperson, who declares that:

a. it acknowledges that the operation of SPARC as described hereunder is in furtherance of the Youth Board’s public purpose in assisting in the development, implementation, and operation of services which encourage positive development and diversion of children and youth from the criminal justice and the foster care system; and

b. for those purposes, it has assembled members of the Youth Board to serve on a sub-committee hereinafter known as the *SPARC Advisory Committee*; and

c. it hereby consents and agrees that the Youth Board, through the SPARC Advisory Committee, shall perform the tasks assigned to it hereunder in consideration for the opportunity to assist in furthering its purposes and goals as provided by statutory law and local ordinance.

## **XII. INTERVENOR’S ACKNOWLEDGMENT AND CONSENT**

AND NOW APPEARING HEREIN AS INTERVENER, comes the **TERREBONNE PARISH SHERIFF’S OFFICE**, (“**TPSO**”), a political subdivision of the State of Louisiana, herein represented by Timothy Soignet, Elected Sheriff of Terrebonne Parish, who declares that TPSO:

a. acknowledges that the operation of SPARC as described hereunder is in furtherance of the Youth Board's mission and public purpose in assisting in the development, implementation, and operation of services which encourage positive development and diversion of children and youth from the criminal justice and the foster care system; and

b. does hereby agree to provide: personnel and security to the TPDA – Juvenile Services and SPARC for the term of this agreement.

*[Signature page follows]*

*[The remainder of this page is intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of the TPDA - JUVENILE SERVICES for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**TERREBONNE PARISH DISTRICT  
ATTORNEY’S OFFICE – JUVENILE SERVICES**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, (Date) \_\_\_\_\_

**WITNESSES:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Jason W. Bergeron, (Date) \_\_\_\_\_  
Parish President

**WITNESSES:**

**TERREBONNE PARISH CHILDREN  
AND YOUTH PLANNING BOARD  
AS INTERVENOR**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Chair, (Date) \_\_\_\_\_

**WITNESSES:**

**TERREBONNE PARISH SHERIFF’S OFFICE  
AS INTERVENOR**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Timothy Soignet, Sheriff, (Date) \_\_\_\_\_



EXHIBIT 1  
STATEMENT OF WORK

TERREBONNE PARISH DISTRICT ATTORNEY’S OFFICE – SPARC

**Mission Statement:**

The mission of the SPARC is to be a single point and coordinated approach to youth services that assists local systems of care in managing community resources efficiently and effectively in Terrebonne Parish. It will provide a non-threatening inclusive atmosphere for those parents and youth seeking information and/or services in prevention and crisis intervention. The SPARC will use evidence-based screenings and referrals to divert at-risk youth into appropriate and meaningful services, when necessary, that will lead to better outcomes for youth and their families.

**Goals:**

To provide a portal of entry for youth and their families to resources.

To provide timely and comprehensive assessments that link youth and families to the most appropriate community services.

To maintain and implement an integrated referral system for all clients referred that outline needs, referral agency, and monitor the service delivery.

To serve as a source of information to the Juvenile Justice System’s and Children’s Policymakers.

**Brief Description of Services:**

History

The Single Point Assessment and Resource Center opened in January 2015 as the result of a recognized need for a centralized assessment and resource center that would serve as a gateway for youth services and resources in Terrebonne Parish. SPARC was designed and recommended by the Terrebonne Parish Child and Youth Planning Board with support from the Courts of Juvenile Jurisdiction, TPSO, HPD, TPDA, and TPSD.

**Staff**

The staff of the center includes a team of professionals who work in concert to provide a comprehensive intake process and will act as a liaison between the agencies listed above and all servicing agencies utilized. SPARC will be staffed by 2 full time employees and a Center Director.

**Youth Intake**

Referrals are accepted by SPARC from TPSD, JDC, HPD, TPSO, and per family request. Each youth is scheduled for a JIFF assessment (based upon age) and consent is obtained from the parent/guardian for SPARC to make the appropriate service referral.

**Youth Assessments**

Using an evidence-based assessment, known as JIFF- needs can be identified and SPARC staff will recommend community-based servicing agencies to address those factors. Serving as a hub for at-risk youth resources, staff will network with agencies to access services for youth and their families, as well as serve as liaison with school personnel to access school-based services. Therapeutic recommendations are tailored to the youth and family’s needs/preferences. This targeted approach ensures the right services for the right youth at the right time.

**Community Based Referrals**

A critical component of the therapeutic services is involvement in community-based services that are culturally sensitive and community centered. In addition, such services provide long-term, low-cost services that supplement services provided by our Parish Juvenile Center. Community based services include both therapeutic and ancillary services that address individual needs of youth and their families.

**Hours of Operation**

TPDA shall operate the Single Point Assessment and Resource Center for the children and adolescent residents of Terrebonne Parish on behalf of the Terrebonne Parish Consolidated Government. The center shall operate from the hours of 8:00am to 4:30pm and shall employ 3 staff members in total.

The following services shall be provided by the SPARC staff:

**Assessment Services**

TPDA will:

Operate a center which will take referrals from agencies or families and administer the evidence-based assessment tool which will help determine resources to best assist the youth referred.

**Referral Services**

TPDA will:

Organize and maintain Youth Resource list

Resource list shall be updated annually

Resource list shall include all agencies, organizations, and programs geared toward youth including but not limited to:

- |                      |                       |           |
|----------------------|-----------------------|-----------|
| Medical Services     | Recreational Services | Libraries |
| Clubs                | Parenting             |           |
| Educational          | Substance Abuse       |           |
| Therapeutic Services | Faith Based Programs  |           |

**Data Management**

TPDA/SPARC will:

Number of assessments conducted

Number and type of referrals made

Demographics of children and adolescents assessed

Referral Outcomes/follow up

EXHIBIT 2  
PERFORMANCE GOALS

1. SPARC Staff shall conduct an annual review of Terrebonne Parish Resource List.
2. SPARC Staff shall monitor and track the time of all intakes.
3. SPARC Staff shall ensure 100% of referrals made to the SPARC shall have a Case Plan Developed within 24 hours of the completed assessment.
4. SPARC Staff shall monitor case plan acceptance rate.
5. SPARC Staff shall ensure 100% of the referrals made to SPARC shall have a case file record created.
6. SPARC Staff shall conduct a monthly review of all case plans made during the previous quarter to ensure all documentation is accurate and complete.
7. SPARC Staff shall conduct 1 week, 1- 6-month follow-ups on 100% of referrals with a case plan and report the following:
8. SPARC Staff shall collect and share data including the following:  
(Data collection will assist in the determination of gaps in services for juveniles)
  - a. Juvenile Detention
    - i. Average daily population
    - ii. Annual admission
    - iii. Annual length of stay
    - iv. YOC ADP
    - v. YOC ALS
  - b. Sheriff/HPD
    - i. Number of juvenile citations/status offenses
    - ii. RAI Scoring
      1. Release Rate and Percentage
      2. Return/Re-Arrest Rate and Percentage
  - c. City Court
    - i. Number of FINS referrals
    - ii. Number of OJJ placements
    - iii. Total felony petitions filed
      1. Juvenile crime baseline
      2. Percentage changes
    - iv. Failure to appear rate

SPARC Goals

- Address gaps in services and front-end needs in the current juvenile justice system that could be addressed with a single point of entry and coordination/collaboration of services
- Leverage resources to improve mental health and substance abuse services. Enhance and improve other resources that serve the needs of juveniles and families of Terrebonne Parish.
- Utilize evidenced based screenings and referrals to divert at-risk youth from the juvenile justice system into appropriate and meaningful services, when necessary, that will lead to better outcomes for youth and their families.

- Assist systems of care in managing community resources efficiently and effectively in Terrebonne Parish.
- Provide a non-threatening, inclusive atmosphere for parents and youth.
- Assist families in crisis through identifying solution focused services that divert the child, when possible, from formal case processing by the justice system.

SPARC Criteria

SPARC clients /referrals will include any child 17 and under:

- Walk in cases (families requesting assistance)
- Alleged status cases
- Alleged delinquent cases

All children referred to SPARC shall have a JIFF or RAI assessment:

JIFF

School/Job  
Peers  
Home/Family Environment  
Community Behavior  
Depression/Anxiety/Risk for Self-Harm  
Substance Abuse

RAI

Non-Violent  
Age 17 or below  
Non-Secure Recommendation  
Not Intoxicated  
Not Injured  
Status Offense



Monday, September 9, 2024

---

**Item Title:**

Resolution approving the sole source / proprietary purchase parts and repair of street sweeper unit # 2246 for the Terrebonne Parish Solid Waste Department from Covington Sales & Service Inc.

**Item Summary:**

**RESOLUTION:** Concurring with the Parish Administration approving the sole source / proprietary purchase parts and repair of street sweeper unit # 2246 for the Terrebonne Parish Solid Waste Department from Covington Sales & Service Inc.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	9/5/2024	Executive Summary
Resolution	9/5/2024	Resolution
Solid Waste	9/5/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: approving the sole source / proprietary purchase parts and repair of street sweeper unit # 2246 for the Terrebonne Parish Solid Waste Department from Covington Sales & Service Inc.

### PROJECT SUMMARY (200 WORDS OR LESS)

Approve the sole source/proprietary purchase / repair of street sweeper unit # 2246.

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

To be used for the upcoming Mardi season.

### TOTAL EXPENDITURE

\$64,458.63 + estimated freight of \$6,000 (353- 441-8422-07)

#### 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

*Sharon Ellis*

Sharon Ellis, Purchasing-Warehouse Manager

9/4/2024

Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO. 24-

**RESOLUTION**, approving the sole source / proprietary purchase parts and repair of street sweeper unit # 2246 for the Terrebonne Parish Solid Waste Department from Covington Sales & Service Inc.

**WHEREAS**, a price was obtained by the Solid Waste Department for the sole source / proprietary purchase/repair of street sweeper unit #2246 in the amount of Sixty-four Thousand Four Hundred Fifty-eight Dollars and Sixty-three Cents (\$64,458.63) and an estimated freight cost of Six Thousand Dollars and Zero Cents (\$6,000.00), and

**WHEREAS**, after careful review by the Solid Waste Department it has been determined that the quoted price of Sixty-four Thousand Four Hundred Fifty-eight Dollars and Sixty-three Cents (\$64,458.63) and an estimated freight cost of Six Thousand Dollars and Zero Cents (\$6,000.00) should be accepted as per the attached documents and the sole source / proprietary provisions set forth in the Louisiana Revised Statutes Titles 39:1597 and 39:1551 et seq., and

**WHEREAS**, the Parish Administration has recommended the acceptance of the price for the above mentioned at the cost of Sixty-four Thousand Four Hundred Fifty-eight Dollars and Sixty-three Cents (\$64,458.63) and an estimated freight cost of Six Thousand Dollars and Zero Cents (\$6,000.00) as per the attached documents.

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved and that the sole source / proprietary purchase/repair of the above-mentioned street sweeper unit #2246 be accepted as per the attached forms.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**Sharon Ellis**

---

**From:** Kristie Ellender  
**Sent:** Tuesday, September 3, 2024 10:25 AM  
**To:** Sharon Ellis  
**Cc:** Clay Naquin  
**Subject:** FW: Estimate 16400 from Covington Sales & Service, Inc.  
**Attachments:** Est\_16400\_from\_Covington\_Sales\_Service\_Inc\_3916.pdf

Good Morning,

Clay talk to Kandance and we are in the process of moving money to 353-441-8422-07 to repair Street Sweeper Unit# 2246 that is needed for this Mardi Gras season. This is a sole source, so we are unable to get comparable quotes. We will need to get this on the Agenda for the next council meeting. Please let me know if there is anything else you need me to do.



**KRISTIE ELLENDER**  
Office Manager

---

Department of Solid Waste  
📞 985.873.6739 | 🌐 [tpcg.org](http://tpcg.org)

---

**From:** Craig Anderson <[craig@covingtonsales.com](mailto:craig@covingtonsales.com)>  
**Sent:** Wednesday, August 28, 2024 4:15 PM  
**To:** Shane Breaux <[sbreaux@tpcg.org](mailto:sbreaux@tpcg.org)>  
**Cc:** Kristie Ellender <[kellender@tpcg.org](mailto:kellender@tpcg.org)>  
**Subject:** Estimate 16400 from Covington Sales & Service, Inc.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Customer:

Please review the attached estimate- 16400. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,  
Covington Sales & Service, Inc.



2256647427

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Covington Sales & Service, Inc.  
7868 Florida Blvd.

# Estimate

225-664-7427 or  
1-800-349-8000  
Fax 225-665-1567  
parts@covingtonsales.com

Date	Quote #
6/11/2024	16400

Name / Address
Terrebonne Parish Consolidated Government P.O. Box 2768 Houma, LA 70361

Ship To
Terrebonne Parish Consolidated Government Atten: Heather 279 Ashland Landfill Rd. Houma, LA 70363 USA

Work Order #	Requisition #	Rep	Unit #
		MPM	

Item	Qty	Description	Cost	Total
MS HOPPER	1	MILD STEEL HOPPER	49,995.00	49,995.00T
MS SCREENS	1	DROP DOWN SCREENS	8,798.63	8,798.63T
SSUPP	1	SOUND SUPPRESSION	1,185.00	1,185.00T
L	28	Labor In-Shop Per Hour	150.00	4,200.00T
Shop Supplies	28	Shop Supplies	10.00	280.00T
		FREIGHT IS NOT INCLUDED		
		Sales Tax	0.00%	0.00

**Quotes are good for 30 days. Prices are subject to change without notice. Freight is only an estimate actual freight charges will appear on invoice and may be more or less than quoted.**

<b>Total</b>	\$64,458.63
--------------	-------------

**JUSTIFICATION FOR SOLE SOURCE OR PROPRIETARY PURCHASE**

---

Requisition / P. O. # \_\_\_\_\_

Department: Solid Waste

Indicate if sole source or proprietary:

Proprietary

Sole Source Service: Equipment Supplier and Repair

Vendor name, address, and telephone number:

Covington Sales and Service, Inc.  
7868 Florida Blvd  
Denham Springs, LA 70726  
(225) 664-7427

Sole source and proprietary purchases are allowed by the Louisiana Procurement Code (La R.S. 39:1551 et. seq.) when certain conditions exist. This form shall be used to justify sole source or proprietary purchases for unique products, services or conditions. This form shall become a part of the permanent record for this purchase.

A **sole source** justification represents a request from the end user for the Purchasing Division to waive the bid process in accordance with La. R.S. 39:1597 and L.A.C. 34:I. 901-907. For the purpose of this form, the particular item or service is available from only one supplier (usually the manufacturer) and is unique in that no other will be suitable or acceptable to meet the need.

A **proprietary** specification justification represents a request from the end user to limit the specification to describe a product proprietary to one supplier in accordance with La. R.S. 39:1655 and meets the definition and use described in L.A.C. 34:I. 309. A proprietary purchase is similar to a sole source when no other is suitable or acceptable to meet the need, but there is more than one potential bidder because the manufacturer has chose to sell his product through multiple distributors. A proprietary purchase is considered competitive and the solicitation shall include language indicating the purchase has been approved as proprietary and not invite bids for equal products.

1. Explain specification requirements and how or why **ONLY** the designated product/service meets the need. Cite the qualities/features that make this product or service unique in meeting the need.  
Covington Sales and Service, Inc. is the sole authorized dealer for sales, service and OEM parts of the Schwarze Industries, Inc manufactured sweepers in the States of Louisiana and Mississippi for the 2024 calendar year.
2. Specifically name, by manufacturer and model or service provider, other products or services investigated (if fewer than two, explain).  
The only Schwarze Parts dealers in a 9999 mile radius are listed below.  
Covington Sales & Service Inc 7868 Florida Blvd Denham Springs, LA 70726  
Tractor & Equipment, Inc 2100 East I-65 Service Road North Mobile, AL 36617  
Tractor & Equipment, Inc 9036 Pine Forest Road Pensacola, FL 32534  
Tractor & Equipment, Inc 3305 Highway 77 Panama City, FL 32405  
Tractor & Equipment, Inc 3820 Greensboro Avenue Tuscaloosa, AL 35405
3. State specifically why and how other products investigated are deficient in meeting the need.  
Lack of tech support from other vendors approached.  
Schwarze Industries authorized parts dealers/distributors are not to sell or ship Schwarze OEM parts into another dealer/distributor's territory.

4. **Sole Source** – Obtain signed letterhead quotation and declaration of sole source from corporate marketing (not sales representative) stating product or service is not sold through distributors, attach a notarized or published price list or retail price verification for the item(s), and submit all documents to your division and/or department head for approval and forward to the Purchasing Division.

**OR**

**Proprietary** – Submit this justification form to your division and/or department head for approval and forward to the Purchasing Division.

Kristen Egan 2024/9/3  
Signature and Title of Requisitioner Date

[Signature] 2024/9/3  
Approval by Division Head (Signature / Title) Date

[Signature] 2024/9/3  
Approval by Department Head (Signature / Title) Date



**FOR PURCHASING DIVISION USE**

Comments: \_\_\_\_\_  
\_\_\_\_\_

Purchasing Manager:  Approve  Disapprove \_\_\_\_\_  
Signature and Date

1055 Jordan Road  
Huntsville, AL 35811



800-879-7933  
www.schwarze.com

*The People You Know. The Products You Trust.*

Oct. 11, 2023

Re: Covington Sales and Service Inc. Sole Source Supplier

To Whom It May Concern,

Please allow this letter to certify that Covington Sales and Service, Inc., located in Denham Springs, LA, is the sole authorized dealer for sales, service and OEM parts of Schwarze Industries, Inc. manufactured sweepers in the States of Louisiana and Mississippi, for the 2024 calendar year. Schwarze Industries authorized parts dealers/distributors are not to sell or ship Schwarze OEM parts into another dealer/distributor's territory.

Feel free to contact us if you require any additional information or clarification.

Regards,

A handwritten signature in black ink that reads "Brenda S. Bell". The signature is written in a cursive style with a large initial 'B'.

Brenda S. Bell  
Customer Service Manager  
Schwarze Industries, Inc.  
1055 Jordan Road  
Huntsville, AL 35811  
256-851-1290  
256-990-1698



Monday, September 9, 2024

---

**Item Title:**

Resolution approving the sole source/proprietary purchase of Custom Web Android and iOS App Development for the Terrebonne Parish Public Works, Transit Division from Transit Fare & Systems, Ltd.

**Item Summary:**

**RESOLUTION:** Concurring with the Parish Administration approving the sole source/proprietary purchase of Custom Web Android and iOS App Development for the Terrebonne Parish Public Works, Transit Division from Transit Fare & Systems, Ltd.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	9/5/2024	Executive Summary
Resolution	9/5/2024	Resolution
Transit	9/5/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: approving the sole source/proprietary purchase of Custom Web Android and iOS App Development for the Terrebonne Parish Public Works, Transit Division from Transit Fare & Systems, Ltd.

### PROJECT SUMMARY (200 WORDS OR LESS)

Approve the sole source/proprietary purchase of Custom Web Android and iOS App Development.

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

To provide Good Earth Transit with Android application, Good Earth Transit iOS application and custom web widgets.

### TOTAL EXPENDITURE

\$99,992.00 (237- 690-8915-16)

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

**\$100,000.00**

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

PARISHWIDE

1

2

3

4

5

6

7

8

9

*Sharon Ellis*

Sharon Ellis, Purchasing-Warehouse Manager

9/3/2024

Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO. 24-

**RESOLUTION**, approving the sole source/proprietary purchase of Custom Web Android and iOS App Development for the Terrebonne Parish Public Works, Transit Division from Transit Fare & Systems, Ltd.

**WHEREAS**, a price was obtained by the Public Works/Transit Division, for the sole source / proprietary purchase of Custom Web Android and iOS App Development in the amount of Ninety-nine Thousand, Nine hundred, Nine-two Dollars and Zero Cents (\$99,992.00), and

**WHEREAS**, after careful review by Public Works Department/Transit Division it has been determined that the quoted price of Ninety-nine Thousand, Nine hundred, Ninety-two Dollars and Zero Cents (\$99,992.00) should be accepted as per the attached documents and the sole source / proprietary provisions set forth in the Louisiana Revised Statutes Titles 39:1597 and 39:1551 et seq., and

**WHEREAS**, the Parish Administration has recommended the acceptance of the price for the Custom Web Android and iOS App Development at the cost of Ninety-nine Thousand, Nine hundred, Ninety-two Dollars and Zero Cents (\$99,992.00) as per the attached documents.

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved and that the sole source / proprietary purchase of the above-mentioned Android Apps be accepted as per the attached forms.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024



## JUSTIFICATION FOR SOLE SOURCE OR PROPRIETARY PURCHASE

Requisition / P. O. # \_\_\_\_\_

Department: Public Works/Transit Division

Indicate if sole source or proprietary: **Sole Source**

Sole Source Service: For the development of branded smart phone applications that interface with our existing route management system. These apps will provide the public with real time useful information about bus locations and other necessary information regarding route delays, detours, and public emergencies that may impact their travel plans.

Vendor name, address, and telephone number:

**TransitFare and Systems Ltd.**

Unit 42, 760 Birchmont Rd., Sacrborough, Ontario, Canada, M1K5H8

(416) 993-2503

Sole source and proprietary purchases are allowed by the Louisiana Procurement Code (La R.S. 39:1551 et. seq.) when certain conditions exist. This form shall be used to justify sole source or proprietary purchases for unique products, services or conditions. This form shall become a part of the permanent record for this purchase.

A **sole source** justification represents a request from the end user for the Purchasing Division to waive the bid process in accordance with La. R.S. 39:1597 and L.A.C. 34:I. 901-907. For the purpose of this form, the particular item or service is available from only one supplier (usually the manufacturer) and is unique in that no other will be suitable or acceptable to meet the need.

A **proprietary** specification justification represents a request from the end user to limit the specification to describe a product proprietary to one supplier in accordance with La. R.S. 39:1655 and meets the definition and use described in L.A.C. 34:I. 309. A proprietary purchase is similar to a sole source when no other is suitable or acceptable to meet the need, but there is more than one potential bidder because the manufacturer has chose to sell his product through multiple distributors. A proprietary purchase is considered competitive and the solicitation shall include language indicating the purchase has been approved as proprietary and not invite bids for equal products.

1. Explain specification requirements and how or why **ONLY** the designated product/service meets the need. Cite the qualities/features that make this product or service unique in meeting the need.

The reason why this is a sole source procurement is because the fare console on board the vehicles not sold through any distribution network and the manufacturer of the fare console deals directly with transit agencies to make and sell these fare consoles. The manufacturer maintains cloud servers which process all the information from the consoles and provides real time data and information to the transit agency as necessary. The smartphone applications will have to interact with the server and be allowed to receive certain real time information, but it will be under the control of the transit agency. The system manufacturer provides these services to other transit agencies who operate in a similar manner as our transit system. Each transit system is unique in its operational needs and requirements and the manufacturer customizes its applications to meet the needs of the transit agency. The information stored on the cloud server is held in a proprietary format and other smart phone application programmers will not be able to access or interpret the information without the assistance of TransitFare and Systems Ltd.

2. Specifically name, by manufacturer and model or service provider, other products or services investigated (if fewer than two, explain).

No other programmers were investigated due to the proprietary nature of the fare console data.

- 3. State specifically why and how other products investigated are deficient in meeting the need. Lack of tech support from other vendors approached.
- 4. **Sole Source** – Obtain signed letterhead quotation and declaration of sole source from corporate marketing (not sales representative) stating product or service is not sold through distributors, attach a notarized or published price list or retail price verification for the item(s), and submit all documents to your division and/or department head for approval and forward to the Purchasing Division.

**OR**

**Proprietary** – Submit this justification form to your division and/or department head for approval and forward to the Purchasing Division.

Wendell Jr, Public Transit Admin      8/23/24  
Signature and Title of Requisitioner      Date

[Signature]      9/4/24  
Approval by Division Head (Signature / Title)      Date

\_\_\_\_\_  
Approval by Department Head (Signature / Title)      Date



**FOR PURCHASING DIVISION USE**

Comments: \_\_\_\_\_

Purchasing Manager:  Approve  Disapprove      \_\_\_\_\_  
Signature and Date

**RECEIVED**  
AUG 21 2024  
Director of  
Public Works  
T.P.C.G



TransitFare & Systems Ltd, b/n 82767 3021 RM 0001  
Unit 42, 760 Birchmount Road, Scarborough, Ontario, Canada, M1K 5H8  
Email: support@transitfare.com Phone: (416) 993-2503

**Date:** July 22, 2024  
**Subject:** Sole Source Justification for Custom Web, Android and iOS App Development

Dear Wendell Voisin,

TransitFare & Systems (TransitFare) is uniquely qualified to successfully complete Good Earth Transit's web and mobile application development scope to improve the public transit experience for riders. TransitFare has extensive experience at developing custom web, Android and iOS apps for public transit agencies - such as for automated fare collection, real time tracking, public information, and more. These apps will integrate seamlessly with TransitFare Cloud and the TF2 Driver Console already installed on Good Earth Transit's bus fleet.

#### **Overall Scope**

TransitFare will be developing the following three key applications.

- Good Earth Transit Android application.
- Good Earth Transit iOS application.
- Good Earth Transit custom web widgets.

The iOS and Android apps will be customized to promote Good Earth Transit's brand. The custom branding will help to strengthen Good Earth Transit's branding efforts and ensure that riders get a consistent and familiar experience for all of their interactions with the transit service. All applications will be supplied with five years of ongoing hosting and maintenance.

The features and functionalities of these applications are outlined below. The primary goal is to ensure that all three applications deliver a consistent and seamless experience for Good Earth Transit riders, regardless of the technology platform they use.

#### **Trip Planning**

Below are key trip planning features intended to be available in the Android and iOS versions of the app, as well as for TPCG's public site as plug-and-play web widgets.

- Ability for riders to save various stops as 'favorites', as either single stops, or as journeys (e.g. pairs of stops for a commute to school / work / home).



TransitFare & Systems Ltd, b/n 82767 3021 RM 0001  
Unit 42, 760 Birchmount Road, Scarborough, Ontario, Canada, M1K 5H8  
Email: support@transitfare.com Phone: (416) 993-2503

- Ability for riders to plan a trip (e.g. from origin to destination) in both map view and text-based directions.
- Feature to allow riders to view daily transit schedules (e.g. for the current day, or a specific day of the week), including the ability to quickly filter schedules for any stops or journeys marked as favorites.

### **Real-Time Information**

Below are key real-time information features intended to be available in the Android and iOS versions of the app, as well as for TPCG's public site as plug-and-play web widgets.

- Real time tracking of the current locations of TPCG's bus fleet, in both a map format and a text-friendly version.
- Ability for Good Earth Transit riders to sign up to receive SMS text message alerts about delays, detours, holiday schedules, and public alerts.
- Ability to visually see, and get a minute-level countdown of estimated arrival time at a given stop along a route.

### **Fare Information**

- Fare information for Good Earth Transit's regular fares, reduced fares, day passes, disabled riders and bicycle usage.
- Integrate fare information with dynamic trip planning features (e.g. allow riders to plan a trip and also easily know the applicable fare).

### **Rider Resources & Tools**

Below are key rider resources & tools features intended to be available in the Android and iOS versions of the app, as well as for TPCG's public site as plug-and-play web widgets.

- Dynamic content service for:
  - Paratransit services information.
  - General transit rules and terms of service.
  - Title VI information.
- General information such as transit contacts, general office hours, and key addresses.



TransitFare & Systems Ltd, b/n 82767 3021 RM 0001  
Unit 42, 760 Birchmount Road, Scarborough, Ontario, Canada, M1K 5H8  
Email: support@transitfare.com Phone: (416) 993-2503

### **Justification for Sole Source**

Good Earth Transit requires that the custom mobile applications have features and capabilities that are essential for meeting TPCG's requirements. Specifically:

- TransitFare does not distribute or sell its products through other third party vendors, we work directly with our transit agency customers to deliver our products and services.
- Integration with the TransitFare Cloud platform: The app must be developed to work with the TransitFare Cloud platform, which includes custom-built features tailored to TPCG's unique operational needs.
- Centralized management from TransitFare Cloud: TPCG will be able to manage all transit-related content centrally from the TransitFare Cloud platform, and publish that data via the Good Earth Transit iOS and Android applications.
- Compatibility with the TF2 Driver Console which is already installed on the entire TPCG Good Earth Transit bus fleet. The app must fully integrate with the TF2 Driver Console, to ensure transit riders have a seamless transit experience. This includes real-time data synchronization.
- Successful Track Record: TransitFare has an extensive and very successful track record of delivering transit automation technologies and rider-facing apps, especially to small to mid-sized transit agencies such as Good Earth Transit.
- Regulatory Compliance: The apps must adhere to specific regulatory compliance related to security, data privacy, and accessibility, which TransitFare is uniquely qualified to address due to our extensive experience and expertise in all of the functional areas described above and more.



TransitFare & Systems Ltd, b/n 82767 3021 RM 0001  
 Unit 42, 760 Birchmount Road, Scarborough, Ontario, Canada, M1K 5H8  
 Email: support@transitfare.com Phone: (416) 993-2503

**Timeline**

TransitFare anticipates the following key milestones.

Description	Date
Milestone 1: Release Good Earth Transit Android application	Sept 30, 2024
Milestone 2: Release Good Earth Transit iOS application	Nov 30, 2024
Milestone 3: Release customized UseTransit fare web widget, route and stops web widget, schedule web widget, and trip planning web widget	Sept 30, 2024

**Costs**

The table below provides a complete summary of project costs. Costs are payable on the completion / delivery of each line item.

Description	Cost
Milestone 1: Release Good Earth Transit Android application	\$36,432
Milestone 2: Release Good Earth Transit iOS application	\$50,560
Milestone 3: Release customized UseTransit fare web widget, route and stops web widget, schedule web widget, and trip planning web widget	\$13,000
<b>TOTAL (USD):</b>	<b>\$99,992</b>



TransitFare & Systems Ltd, b/n 82767 3021 RM 0001  
Unit 42, 760 Birchmount Road, Scarborough, Ontario, Canada, M1K 5H8  
Email: support@transitfare.com Phone: (416) 993-2503

#### **About TransitFare**

TransitFare is a leader in the transit technology industry with extensive experience creating and supporting technologies to automate transit operations for transit agencies. Our systems include contactless fare collection, automatic real time tracking, computer aided dispatching, automatic vehicle location, automatic passenger counting, custom iOS and Android mobile apps, and custom web content management systems for transit agencies across North America. Our technology processes millions of requests and fare payments. Our mission is to help make it easier for all riders to use transit, regardless of their ability to access and use technology. TransitFare is a one-stop-shop for a complete transit automation platform.

I look forward to the opportunity to work with Good Earth Transit on this project to help make public transit more accessible, easy to use, and equitable for all riders.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nazar Hossain'.

Nazar Hossain  
Managing Director



Monday, September 9, 2024

---

**Item Title:**

Revise and Execute a Lease of Commercial Space between TPCG and HUB International Midwest LTD

**Item Summary:**

Consider the introduction of an ordinance to authorize the Parish President to revise and execute on behalf of Terrebonne Parish Consolidated Government (TPCG) a Lease of Commercial Space between TPCG and HUB International Midwest LTD to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360; and call a public hearing on said matter on Wednesday, September 25, 2024, at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	9/4/2024	Executive Summary
Ordinance	9/4/2024	Ordinance
HUB International Revised Lease	9/4/2024	Backup Material
Ordinance No. 9576	9/4/2024	Backup Material





## EXECUTIVE SUMMARY

**PROJECT TITLE**

Consider the introduction of an ordinance to Authorize the Parish President to Revise and Execute on Behalf of Terrebonne Parish Consolidated Government (TPCG) a Lease of Commercial Space Between TPCG and HUB International Midwest LTD to Lease Space in the TPCG-Owned Building at 7910 Main Street, Houma, LA 70360; and call a Public Hearing on Wednesday, September 25, 2024 at 6:30 p.m.

**PROJECT SUMMARY (200 WORDS OR LESS)**

The Council adopted Ordinance No. 9576 to authorize the Parish President to execute a new lease with HUB International for the same commercial lease space it has been occupying. Following the adoption of Ordinance No. 9576, HUB International requested additional revisions to the lease agreement to provide for limited early termination rights; reservation of parking spaces; and reimbursement of relocation costs in the event TPCG relocates the Tenant from its current leased premises to a new location.

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

The revised lease proposal takes into account the tenant's long-term rental history and the advantages of retaining the tenant in the building. This will help avoid the costs associated with filling the commercial space if the tenant chooses not to renew the lease due to the rent increase.

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

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

  
 \_\_\_\_\_  
 Noah J. Lirette, Chief Administrative Officer

  
 \_\_\_\_\_  
 Date

OFFERED BY:  
SECONDED BY:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO REVISE AND EXECUTE ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) A LEASE OF COMMERCIAL SPACE BETWEEN TPCG AND HUB INTERNATIONAL MIDWEST LTD TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360

**WHEREAS**, Subsection (c) of Section 2-453 of the Terrebonne Parish Code of Ordinances authorizes the Terrebonne Parish President to execute lease agreements for space declared surplus and available for commercial occupancy in the Hancock Whitney Bank Building; and

**WHEREAS**, Subsection (d) of Section 2-453 of the Terrebonne Parish Code of Ordinances requires any lease agreements containing obligations beyond the scope of the standard agreement to be presented to the full council, by the administration, and approved by the council prior to execution by the Parish President; and

**WHEREAS**, HUB International Midwest Limited (hereinafter, "HUB") is a current Tenant of the TPCG-owned Hancock Whitney Bank Building, and has been so for 14 years; and

**WHEREAS**, HUB's lease expired in August 2024, and the Council adopted Ordinance No. 9576 to authorize the Parish President to execute a new lease with HUB International for the same commercial lease space it has been occupying; and

**WHEREAS**, following the adoption of Ordinance No. 9576, HUB International requested additional revisions to the lease agreement to provide for limited early termination rights; reservation of parking spaces; and reimbursement of relocation costs in the event TPCG relocates the Tenant from its current leased premises to a new location;

**WHEREAS**, a copy of the proposed revised lease is attached and made a part of this Ordinance, which revisions can be found highlighted at Article III, Paragraph 3 and Article IV, Paragraphs 2 and 3; all with a new effective date of October 1, 2024, as highlighted under Article III, Paragraph 1; and

**WHEREAS**, given this tenant's long history of renting in this building, TPCG Administration has no objection to HUB's proposal and wishes to present the matter to Council for review, discussion, and approval; and

**WHEREAS**, Terrebonne Parish Council finds HUB's revised proposal for the lease of space, considering the long-term rental history by this tenant, and considering the benefit of keeping the tenant in the building and avoiding the cost of filling the commercial space should this tenant decide not to enter into a new lease because of the increase in rent, is an acceptable proposal; and

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

#### Section I

The Parish President is authorized to execute, on behalf of the TPCG, a lease with HUB International Midwest Limited for lease of commercial space in the Hancock Whitney Bank Building which is not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

#### Section II

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

Section III

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

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

**THERE WAS RECORDED:**

- YEAS:
- NAYS:
- ABSTAINING:
- ABSENT:

The chairman declared the ordinance adopted on this, the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 Chairman  
 Terrebonne Parish Council

\_\_\_\_\_  
 Council Clerk  
 Terrebonne Parish Council

Date and time delivered to Parish President:

approved \_\_\_\_\_ vetoed \_\_\_\_\_  
 Parish President  
 Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

\_\_\_\_\_

I, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on \_\_\_\_\_ 20\_\_\_\_, at which meeting a quorum was present.

Given under my official signature and seal of this office on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
 Council Clerk  
 Terrebonne Parish Council

PARISH OF TERREBONNE

STATE OF LOUISIANA

LEASE OF COMMERCIAL SPACE  
IN ACCORDANCE WITH TERREBONNE PARISH CODE SECTION 2-453

This agreement is entered into on the dates set forth herein by and between:

**I. THE PARTIES**

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPCG")**, a political subdivision of the state of Louisiana, PO Box 2768 Houma LA 70361 herein represented by its Parish President, Jason W. Bergeron, by virtue of Terrebonne Parish Ordinance No. \_\_\_\_\_, or his Designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record with the Terrebonne Parish Recorder of Conveyances at Entry No. 1684823;

and

**TENANT**, identified as follows:

Name: **HUB International Midwest Limited**

EIN: 35-0672425

Check One:  Louisiana Corporation  
 Louisiana Non-Profit Corporation  
 Louisiana limited liability company  
 Non-Louisiana Corporation (state: Indiana)  
 Non-Louisiana limited liability company (state: \_\_\_\_\_)  
 other: \_\_\_\_\_

Notice Address: 150 N. Riverside Plaza, 17<sup>th</sup> Floor, Chicago, IL 60606, Attention: Legal Department

Authorized Representative: Jay Sklar

**\*attach proof of authority to this contract**

Title of Authorized Representative: Chief Procurement and Real Estate Officer

Email Address for Notice Purposes: cre.notices@hubinternational.com

who is hereinafter designated as "Tenant";

**NOW, THEREFORE, BE IT AGREED** by and between the parties herein that:

**II. TPCG AUTHORITY**

TPCG is authorized to enter into this agreement under Terrebonne Parish Code Section 2-453, as may be amended, and Ordinance No. \_\_\_\_\_.

**III. EFFECTIVE DATE and TERM**

1. The **effective date** of this agreement shall be **October 1, 2024**.

2. **Lease Term.** The Lease Term shall include the Initial Term and any Renewal Terms. The **Initial Term** of this agreement shall be three (3) years, commencing on the effective date (“Initial Term”). This agreement may be renewed in writing by mutual written consent for two subsequent three-year **Renewal Terms**.

3. **Early Termination.** Upon learning that the Landlord intends to temporarily house several Terrebonne Parish District Attorney programs within the Building in which the Leased Premises are located (while the District Attorney rebuilds its own facilities), Tenant requested the right of early termination under this Agreement for safety concerns. For the limited purposes of addressing the concerns by Tenant stated in this paragraph, Landlord and Tenant agreed to an early termination provision in accordance with this paragraph. Early termination of this Lease is available to Tenant at any time subsequent to the first twelve (12) months of the Initial Term, if Tenant determines in good faith that the safety measures implemented by Landlord with regard to the patrons, parolees, parties, and participants of the District Attorney programs located within the Building are inadequate to ensure the safety and security of the officers, directors, employees, patrons, or invitees of Tenant (“Tenant Parties” for the purposes of this paragraph) within the Building and parking lot in which the Leased Premises are located. Tenant must provide Landlord with written notice specifying the safety concerns and Landlord shall have thirty (30) days from receipt of such notice to implement reasonable safety measures in response to Tenant’s concerns. If, after the thirty (30) day period, Tenant reasonably determines that the safety measures remain inadequate to ensure the safety and security of the Tenant Parties, Tenant may elect to terminate this Lease upon delivery of written notice to Landlord ninety (90) days prior to the date Tenant intends to terminate this Lease.

4. **Holding Over.** If Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall have sixty (60) days in which the rent will remain the same as the rent due during the last year of the Lease Term. Thereafter, Tenant shall be a month-to-month Tenant at one hundred ten percent (110%) of the Rent for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. In the event Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall not be liable for any consequential damages. Acceptance by TPCG of Rent after such expiration shall not result in a renewal of this Lease. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days’ prior written notice to the other, whether said notice is given on the rent paying date. This Section shall in no way constitute consent by TPCG to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit TPCG’s remedies in such event.

#### IV. LEASED PREMISES

1. **Description of Leased Premises.** TPCG leases to Tenant, and Tenant leases from TPCG a portion of that certain property located at **7910 Main St., Houma, Louisiana 70360**, (“Property”), which portion is more particularly described as follows:

- a. Office Suite Number(s): **307**;
- b. Consisting of a total of **2,813 rentable square feet**;
- c. together with a non-exclusive right, in common with others, to use (including for access, ingress, egress, utilities and parking, as applicable) the “Common Areas” of the Property and the underlying land and improvements thereto that are designed for use in common by all occupants of the Property and their respective employees, agents, customers, invitees and others.

hereinafter referred to as the “Leased Premises.”

2. **Amendment to Leased Premises.** The Leased Premises are subject to reallocation or amendment by TPCG. In that event, TPCG shall provide written notice to Tenant that TPCG intends to move Tenant to a new location on the Property of approximately equal or greater size as the Leased Premises, improved to a standard of the same quality as the Leased Premises (amended Leased Premises). Within 30 days of the date of notice Tenant shall respond in writing to either accept the amended Leased Premises or to provide Tenant’s intent to terminate this lease agreement. Failure by Tenant to timely respond shall be deemed an acceptance by Tenant of the amended Leased Premises. Tenant shall move, whether to the amended Leased Premises or to vacate the Property, within 90 days from the original date of notice by TPCG that it intended to move Tenant’s Leased Premises. **TPCG**

shall reimburse Tenant for Tenant's reasonable out of pocket expenses of moving its property and equipment to the amended Leased Premises.

3. **Parking.** Subject to the parking requirement of TPCG, TPCG will allocate parking spots to Tenant based on needs of one (1) parking spot in the contiguous parking lot for every 750 rentable square feet of the Leased Premises. Any parking spots on the Property allocated to the Tenant shall be subject to reallocation by TPCG.

## V. RENT and OTHER CONSIDERATION

Commencing upon the execution date of this lease ("Rent Commencement Date"), Tenant agrees to pay to TPCG **via ACH, or via mail at P.O. Box 6097, Houma, LA 70361** or at such other place as TPCG may from time to time designate, the following rent:

1. **Rent.** Tenant shall pay Rent in an amount of \$19.00 per square foot per year (or \$4,453.92 per month) during the Initial Term of this Lease, with all such payments due, in advance, on the first day of each calendar month included within the applicable Lease Year. Parties agree that the Rent includes fees and compensation at no less than fair market value for the Leased Premises.
2. **Adjustments to Rent during Renewal Terms.** The monthly Rent payable under Article V, paragraph 1, above, shall be adjusted by an increase of 3% commencing with the first month of the first Renewal Term, and another increase of 3% commencing with the first month of the second Renewal Term.
3. **Security Deposit.** N/A.

## VI. USES, ALTERATIONS, SECURITY, WAIVERS

1. **Permitted Use.** TENANT shall have the right to occupy and use the Leased Premises for any lawful commercial purpose, except for retail banking, non-governmental financial services, ATM, Vaults, and Safe Deposit Boxes.

Tenant shall obey and comply with all laws, ordinances, rules, and regulations of any duly constituted authority applicable to Tenant's use or occupancy of the Leased Premises and shall not use or allow the Leased Premises to be used for any immoral, unlawful, or objectionable purposes. Tenant shall not commit, or allow to be committed, any nuisance, public or private, or other act or thing of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of, or otherwise injure any other Tenants or occupants of the Property. Tenant shall not permit any discharge of firearms in or about the Leased Premises or maintain animals of any kind whatsoever upon the Leased Premises. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (a) invalidate any policy of insurance now or hereafter carried by TPCG on the Property, or (b) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses TPCG for any increase in premium charged.

2. **Alterations.** TENANT shall not make any permanent alterations or additions to the Leased Premises, without TPCG's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

3. **Signs and lettering.** TPCG shall provide and install all letters and numerals on or about the entrance to the Property and Leased Premises. All such letters and numerals shall be in the building's standard graphics. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Leased Premises, or which otherwise may be visible from outside the Leased Premises, unless approved in writing by TPCG. TPCG shall maintain in one or more segments of the Common Areas such building directories, at TPCG's cost and discretion, containing Tenant's name and location within the building.

4. **Property Rules.** Tenant acknowledges receipt of, and it shall comply with, all written rules of the Property promulgated by TPCG, which may be amended from time to time, for the safety, care, and cleanliness of the Property and for preservation of good order. It shall train its employees and inform its agents, assigns, and invitees of those rules.

5. **Disclaimer.** TENANT STIPULATES AND AGREE THAT TENANT HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE TENANT SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO TENANT OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE TENANT, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

## VII. INSURANCE

At all times during the effective dates of this Agreement (and any period of early entry or occupancy or holding over by Tenant, if applicable), TPCG shall at all times during the Term of this Agreement, carry a policy of insurance which insures the Property, including the Leased Premises, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by a standard fire insurance policy and extended coverage endorsement); provided, however, that TPCG shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any personal property of Tenant or which Tenant may have in on the Property or any trade fixtures installed by or paid for by Tenant on the Leased Premises or any additional improvements which Tenant may construct on the Leased Premises; and, notwithstanding anything contained herein to the contrary, TPCG may self-insure for the same risks described in this section.

TENANT shall maintain at its cost the following insurance coverage for injury to persons or property during its occupancy and use of the Leased Premises:

1. commercial general insurance liability coverage for injury to persons or property occurring covering Tenant's use of the Leased Premises, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) DOLLARS to apply in the case of one person injured, FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) to apply in the case of any one occurrence, and FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) for property damage.
2. all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the Leased Premises, including but not limited to necessary workers' compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking areas.
3. Special Cause of Loss Form Insurance (in a form reasonably satisfactory to TPCG), in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto), which insurance shall waive coinsurance limitations.
4. All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to TPCG, licensed to do business in the State in which the Leased Premises is located, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to TPCG. In addition, Tenant shall name TPCG, and any mortgagee requested by TPCG, as additional insureds under its commercial general liability policy (but only to the extent of the limits required hereunder). Upon Tenant's receipt of a request from TPCG, Tenant shall provide TPCG with copies of certificates of insurance, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish TPCG with such certificates of insurance, TPCG may obtain such insurance on Tenant's behalf and Tenant shall reimburse TPCG upon demand for the cost thereof as additional Rent. TPCG reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other TPCGs of similar buildings in the area to require similar

sized Tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

5. Waiver of Subrogation. Tenant does hereby release and discharge TPCG and any officer, agent, employee or representative of TPCG, of and from any liability whatsoever, except for liability arising out of TPCG's, or any officer, agent, employee or representative of TPCG's, negligence or willful misconduct, hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance is carried or required to be carried by Tenant at the time of such loss, damage or injury to the extent of any recovery by Tenant under such insurance.

## **VIII. INDEMNIFICATION**

TENANT agrees to protect, defend, release, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards and commissions, its officers, agents, servants, employees, and agents, including volunteers and invitees (hereinafter referred to as "TPCG Group"), from and against all claims, demands, complaints, losses, fines, penalties, citations, damages, suits, judgments, orders, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, including, but not limited to court costs, reasonable attorneys' fees and expert witness fees, which may occur or in any way grow, directly or indirectly out of (a) any act or omission of TENANT, its agents, servants, employees, assigns, or invitees, and (b) arising from or in any way related to any occurrence, in, upon, or at the Leased Premises or the occupancy or use by TENANT, its agents, servants, employees, assigns, or invitees, or any part thereof.

TPCG agrees to defend, indemnify, save and hold harmless TENANT, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of TPCG, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TENANT as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision; except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence of TENANT.

In the event of joint and concurrent negligence of the parties, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana. Neither party waives any governmental immunity or defenses available to it under Louisiana law.

## **IX. MAINTENANCE**

1. Tenant leases and accepts the Leased Premises in their condition on the commencement date of this lease, and acknowledges that the Leased Premises are in good and satisfactory condition, and assumes responsibility throughout the term of this lease for maintaining the Leased Premises in good, orderly, and safe condition and state of repair including, without limitation, replacement of any glass broken on the inside of the Leased Premises and replacement of any glass broken on the outside of the Leased Premises if damaged by Tenant (otherwise TPCG is responsible for any glass broken on the outside of the Leased Premises), and maintenance of lighting fixtures and replacement of lamps, bulbs, and ballasts. Tenant shall furthermore promptly repair all damage or injury to other parts of the Property, if such damage or injury is caused by or attributable to activities or omissions of Tenant, its servants, agents, employees, invitees, or licensees.

2. Tenant, at its sole expense, shall properly maintain and keep the Leased Premises in good working order and repair (ordinary wear and tear, and casualty and condemnation excepted), including without limitation, plate glass, windows, lobby entry and interior doors, locks and knobs, safety equipment (including fire suppressions systems/extinguishers and comply with annual inspections as required), store fronts, interior walls, light bulbs and light fixtures, plumbing fixtures, electrical circuits and devices (including breakers, panels and sub-panels, transformers and any and all electrical equipment) and supplemental HVAC equipment (inclusive of refrigerant and filters). Tenant shall at Tenant's expense maintain and keep in good repair the heating and cooling equipment in said Leased Premises. Tenant shall keep those areas adjacent to the Leased Premises clean and free of all trash and debris. Any and all maintenance and repairs shall be completed and performed by properly state



licensed and insured vendors, acceptable to TPCG in its reasonable discretion, in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances. Tenant shall cause all of Tenant's contractors to name TPCG as an additional insured on all policies of insurance covering work performed as contemplated under this Section.

3. All such maintenance and repair shall be of a class or quality which is at least equal to the original work or construction in the Property and shall otherwise be completed to the reasonable satisfaction of TPCG and shall be done only by engineers, contractors, carpenters, electricians, painters, mechanics, or others approved by TPCG in writing, but at the expense of Tenant.

4. Tenant shall deliver to TPCG prompt written notice of any needed repairs to plumbing, heating or air conditioning, or electrical lines located in, servicing, or passing through the Leased Premises, and such repairs as are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees, or licensees, in which event Tenant shall bear the expense of any such repairs.

5. If Tenant fails on 15-days written notice to proceed with due diligence to make repairs required to the Leased Premises that are necessary in the reasonable judgment of TPCG, then TPCG may (but shall not be obligated to) make such repairs at the expense of the Tenant, and the expense thereof incurred by TPCG shall be collected as additional rent in the next installment of rent falling due or, at TPCG's option, at any time thereafter.

6. TPCG's entry for inspection and maintenance. TPCG reserves the right to enter the Leased Premises at reasonable times upon reasonable prior written notice to Tenant, to inspect the Leased Premises, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the Leased Premises are located, exercising commercially reasonable diligence, and Tenant agrees to permit TPCG to do so.

## **X. DEFAULT**

The occurrence of any of the following shall be a "Default":

1. Tenant fails to pay any Rent within five (5) days after written notice the same is due.
2. Tenant fails to perform or observe any other term, condition, covenant, or obligation required under this Lease for a period of thirty (30) days after written notice thereof from TPCG.
3. Tenant shall vacate or abandon the Leased Premises or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days without paying Rent as required under this Lease.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of non-payment of Rent three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at TPCG's option, represent a separate Default.

## **XI. REMEDIES**

Upon the occurrence of any Default, TPCG shall have the following, non-exclusive rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

1. TPCG may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse TPCG as additional Rent for any costs and expenses that TPCG thereby incurs; and TPCG shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of TPCG's action.

2. Without terminating this Lease, TPCG may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to TPCG, and TPCG may re-enter the Leased Premises and dispossess Tenant

and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that TPCG may have. Upon termination of possession, TPCG may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to TPCG an amount equal to (i) the difference between the Rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period being referred to herein as the "Remaining Term"), (ii) the costs of recovering possession of the Leased Premises and all other expenses, loss or damage incurred by TPCG by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, Tenant finish improvements, brokers' commissions, and attorneys' fees, and (iii) all unpaid Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations"). Neither the filing of any dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

## **XII. TERMINATION**

In addition to any other provision herein, this Agreement may be terminated under any or all of the following conditions:

1. By written mutual agreement and consent of TPCG and TENANT.
2. By written notice by TPCG as a consequence of the failure of Tenant to comply with any term and condition of this Agreement, other than payment of rent, in a satisfactory manner, after providing written notice of default and a thirty (30) day opportunity to cure any breach, proper allowance being made for circumstances beyond the control of either party, but not to exceed ninety (90) days.
3. By 90 days' written notice by TPCG to Tenant that the Leased Premises has become necessary for use by the public after a declaration of necessity by the governing authority for the TPCG.
4. Indemnification and insurance requirements necessary to cover indemnification obligations shall survive the termination or expiration of this agreement.

## **XIII. SURRENDER OF PREMISES**

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to TPCG in broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Leased Premises all of Tenant's Property, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. All of Tenant's Property that is not removed within thirty (30) days following expiration or earlier termination of this Lease shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section shall survive the expiration or any earlier termination of this Lease.

## **XIV. DESTRUCTION OF LEASED PREMISES**

If the Leased Premises are damaged by any casualty and, in TPCG's reasonable opinion, the Leased Premises (exclusive of any alterations made to the Leased Premises by Tenant) can be restored to their preexisting condition within one hundred eighty (180) days after the date of the casualty, TPCG shall, upon written notice from Tenant to TPCG of such damage, promptly and with due diligence repair the damage to the Premises. If, in TPCG's reasonable opinion, the Leased Premises can be restored within one hundred eighty (180) days after the casualty, but the restoration is not substantially completed within two hundred ten (210) days after the date of the casualty (plus reasonable extensions attributable to Tenant delays or force majeure delays), Tenant may terminate this Lease by giving written notice to TPCG no later than the date that is two hundred forty (240) days after said casualty, but prior to the substantial completion of the repairs. If such repairs cannot, in TPCG's reasonable

opinion, be made within said one hundred eight (180) day period, then either party may, at its option, exercisable by written notice given to the other party within sixty (60) days after the date of the casualty, elect to terminate the Lease as of the date of said casualty event. In the event neither party elects to terminate the Lease as provided herein, TPCG shall, at TPCG's expense, repair and restore the Leased Premises as provided and, in such event the Lease shall remain in full force and effect, but Rent shall be abated during the time that the Leased Premises is unusable because of any such damage.

## **XV. NOTICES**

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address first set forth above in this Agreement. If sent by overnight courier, the notice shall be deemed to have been given one (1) business day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

## **XVI. ADDITIONAL TERMS AND CONDITIONS**

Provided an acceptable non-disturbance agreement is provided to Tenant, this Lease is and shall be expressly subject and subordinate at all times to the lien of any present or future mortgage or deed of trust, ground or underlying lease, or any other method of financing or refinancing now or hereafter encumbering the Leased Premises ("Mortgage Lien"), and to all advances made, or hereafter to be made upon the security thereof, and to all increases, renewals, amendments, modifications, consolidations, spreaders, replacements, substitutions, and/or extensions of any such Mortgage Lien and to all easements, restrictions, liens, encumbrances, rights-of-way, or other matters affecting the Leased Premises of record. If any such Mortgage Lien be foreclosed, upon request of the mortgagee, lessor, or beneficiary ("TPCG's Mortgagee"), as the case may be, Tenant will attorn to the purchaser at the foreclosure sale. Within ten (10) days following receipt of a written request from TPCG and an acceptable non-disturbance agreement, Tenant shall execute and deliver to TPCG, without cost, any instrument that TPCG deems reasonably necessary or desirable to confirm the subordination of this Lease.

Other than specifically authorized herein, TENANT shall not assign, subcontract or otherwise transfer any rights or privileges under this Agreement without the written consent of TPCG.

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

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

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Agreement.

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

This contract embodies the complete agreement of the parties, superseding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

This Lease Agreement may be executed in one or more counterparts, or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including copies electronically transmitted in portable document format or “.pdf”) will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through an electronic signing system implemented by either Party will also be deemed the same as an original executed signature page. Tenant shall, in addition to any electronic copy delivered, deliver one “ink-signed” original of this Agreement to TPCG. TPCG shall combine Tenant’s original signature page with TPCG’s original signature page for this Agreement for purposes of filing it for record with the Recorder of Mortgages and/or Conveyances of Terrebonne Parish, Louisiana. TPCG shall provide Tenant with a file-stamped copy of the Lease Agreement.

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT:

\_\_\_\_\_  
  
\_\_\_\_\_

X: \_\_\_\_\_  
JASON W. BERGERON, PARISH PRESIDENT  
OR NOAH J. LIRETTE, CHIEF  
ADMINISTRATIVE OFFICER

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the undersigned competent witnesses in the city of Chicago, county/parish of Cook, State of Illinois after a thorough reading of the whole.

WITNESSES:

TENANT:

\_\_\_\_\_  
  
\_\_\_\_\_

X: \_\_\_\_\_  
BY: Jay Sklar  
ITS: Chief Procurement and Real Estate  
Officer

JOHN AMEDÉE, CHAIRMAN

CARL HARDING, VICE-CHAIRMAN

DISTRICT 1  
BRIEN PLEDGER  
DISTRICT 3  
CLAYTON VOISIN, JR.  
DISTRICT 5  
C. KEVIN CHAMPAGNE  
DISTRICT 7  
DANIEL BABIN  
DISTRICT 9  
STEVE TROSCLAIR



DISTRICT 2  
CARL A. HARDING  
DISTRICT 4  
JOHN P. AMEDÉE  
DISTRICT 6  
CLYDE HAMNER  
DISTRICT 8  
KIMBERLY CHAUVIN  
COUNCIL CLERK  
TAMMY E. TRIGGS

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

May 31, 2024

MEMO TO:      Kandace Mauldin  
                    Chief Financial Officer

FROM:          Keith Hampton  
                    Assistant Council Clerk

**RE:              HUB International Midwest Commercial Lease Agreement**

Attached is a copy of Ordinance No. 9576 which authorizes the Parish President to execute on behalf of Terrebonne Parish Consolidated Government (TPCG) a lease of commercial space between Terrebonne Parish Consolidated Government (TPCG) and HUB International Midwest limited to lease space in the TPCG-owned building located at 7910 Main Street, Houma, LA, 70360.

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

/kh

Attachment

cc: Mr. Noah Lirette, Chief Administrative Officer  
    Ms. Kayla Dupre, Comptroller  
    Ms. Michelle Neil, Parish Attorney  
    Mrs. Leilani Adams, Administration Office Manager  
    Council Reading File

OFFERED BY: MR. C. HARDING  
SECONDED BY: MR. S. TROSCLAIR

**ORDINANCE NO. 9576**

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) A LEASE OF COMMERCIAL SPACE BETWEEN TPCG AND HUB INTERNATIONAL MIDWEST LIMITED TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360

**WHEREAS**, Subsection (c) of Section 2-453 of the Terrebonne Parish Code of Ordinances authorizes the Terrebonne Parish President to execute lease agreements for space declared surplus and available for commercial occupancy in the Hancock Whitney Bank Building; and

**WHEREAS**, Subsection (d) of Section 2-453 of the Terrebonne Parish Code of Ordinances requires any lease agreements containing obligations beyond the scope of the standard agreement to be presented to the full council, by the administration, and approved by the council prior to execution by the Parish President; and

**WHEREAS**, HUB International Midwest Limited (hereinafter, "HUB") is a current Tenant of the TPCG-owned Hancock Whitney Bank Building, and has been so for 14 years; and

**WHEREAS**, HUB's lease expires in August 2024 and requested a new lease agreement for Suite 307, its current commercial lease space; and

**WHEREAS**, TPCG's standard rental agreement for commercial space in the Hancock Whitney Bank Building is currently set at \$1.7 per sq.ft./month or \$20.40 per sq.ft./year; and

**WHEREAS**, HUB's current rent is \$1.42 per sq.ft./month or \$17.00 per sq.ft./year; and

**WHEREAS**, HUB has advised TPCG administration that an increase in rent from its current rate to TPCG's standard rate will increase its annual obligation by almost \$10,000.00; and

**WHEREAS**, HUB has proposed that TPCG authorize a gradual increase from HUB's current rate to TPCG's standard rate and has proposed rent in the amount of \$1.58 per sq.ft./month or \$19.00 per sq.ft./year with a three percent annual increase; and

**WHEREAS**, a copy of the proposed lease is attached and made a part of this Ordinance; and

**WHEREAS**, given this tenant's long history of renting in this building, TPCG Administration has no objection to HUB's proposal and wishes to present the matter to Council for review, discussion, and approval; and

**WHEREAS**, Terrebonne Parish Council finds HUB's proposal for the lease of space, considering the long-term rental history by this tenant, and considering the benefit of keeping the tenant in the building and avoiding the cost of filling the commercial space should this tenant decide not to enter into a new lease because of the increase in rent, is an acceptable proposal; and

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

**SECTION I**

The Parish President is authorized to execute, on behalf of the TPCG, a lease with HUB International Midwest Limited for lease of commercial space in the Hancock Whitney Bank Building which is not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

**SECTION II**

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

**SECTION III**

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

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

**THERE WAS RECORDED:**

YEAS: B. Pledger, C. Harding, C. Voisin, Jr., J. Amedée. K. Champagne, C. Hamner, D. Babin, K. Chauvin and S. Trosclair.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 29<sup>th</sup> day of May 2024.

\*\*\*\*\*



JOHN AMEDÉE, CHAIRMAN  
TERREBONNE PARISH COUNCIL



KEITH HAMPTON  
ASSISTANT COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\*\*\*\*\*

Date and Time Delivered to Parish President:

06/03/24 @ 9:40 a.m.

Approved

  
Jason W. Bergeron, Parish President  
Terrebonne Parish Consolidated Government

Vetoed

Date and Time Returned to Council Clerk:

06/03/24 @ 9:45 a.m.

\*\*\*\*\*

I, KEITH HAMPTON, Assistant Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on May 29, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 30TH DAY OF MAY 2024.



---

KEITH HAMPTON  
ASSISTANT COUNCIL CLERK  
TERREBONNE PARISH COUNCIL





Monday, September 9, 2024

---

**Item Title:**

2024 Various Items for Budget Amendment

**Item Summary:**

Consider the introduction of an ordinance to amend the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

- I. Houma Police Department, \$5,093
- II. Government Tower Repairs, \$95,000
- III. Municipal Auditorium, \$185,100
- IV. Non-District Recreation Fund, \$100,000
- V. Houma Downtown Development, \$3,000

and call a public hearing on said matter on Wednesday, September 25, 2024 at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2024 Various Items for Budget Amendment	9/5/2024	Executive Summary
2024 Various Items for Budget Amendment	9/5/2024	Budget Amendment
2024 Various Items for Budget Amendment	9/5/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Ordinance for a Budget Amendment

### PROJECT SUMMARY (200 WORDS OR LESS)

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Houma Police Department, \$5,093
- II. Government Tower Repairs, \$95,000
- III. Municipal Auditorium, \$185,100
- IV. Non-District Recreation Fund, \$100,000
- V. Houma Downtown Development, \$3,000

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

See above

### TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

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

PARISHWIDE

1

2

3

4

5

6

7

8

9

\_\_\_\_\_/s/ Kayla Dupre\_\_\_\_\_

\_\_\_\_September 5, 2024\_\_\_\_\_

Signature

Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Houma Police Department, \$5,093
- II. Government Tower Repairs, \$95,000
- III. Municipal Auditorium, \$185,100
- IV. Non-District Recreation Fund, \$100,000
- V. Houma Downtown Development, \$3,000

#### SECTION I

WHEREAS, the Houma Police Department received \$5,093 reimbursement from South Central Planning, and

WHEREAS, this reimbursement needs to be reflected in the Office Supplies account.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Houma Police Department. (Attachment A)

#### SECTION II

WHEREAS, Administration is requesting funding of \$95,000 for the removal of the escalator in the Government Towers, and

WHEREAS, the funding is from the General Fund for \$25,339 and Civic Center/Admin. Building Fund for \$69,661.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for removal of the escalator in the Government Towers. (Attachment B)

#### SECTION III

WHEREAS, Administration is requesting funding of \$185,100 for the rental cost of the Municipal Auditorium chiller, and

WHEREAS, the funding is from the Sales Tax Revenue Fund.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Municipal Auditorium chiller rental cost. (Attachment C)

#### SECTION IV

WHEREAS, Administration is requesting transferring funds of \$100,000 to the Non-Recreation Fund, and

WHEREAS, the funding is from the Parishwide Recreation fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Non-Recreation Fund. (Attachment D)

## SECTION V

WHEREAS, the Houma Downtown Development Corporation receives auto rental tax revenues, and

WHEREAS, the revenues of \$3,000 will be used to assist Lee Whitney refurbish his front store facade.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Houma Downtown Development Corporation. (Attachment E)

## SECTION VI

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

## SECTION VII

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

Prepared By: Finance Department  
PC File: 2024-Various Items – P  
Date Prepared: 9/4/24 BA #17

**ATTACHMENT A - Houma Police Department**

	<b>2024</b>		
	<b>Adopted</b>	<b>Change</b>	<b>Amended</b>
Miscellaneous-Other	(3,841)	(5,093)	(8,934)
Office Supplies	13,100	3,841	16,941

**ATTACHMENT B - Government Tower Repairs**

	<b>2024</b>		
	<b>Adopted</b>	<b>Change</b>	<b>Amended</b>
Govt Tower Adjacent Park Lot	65,000	(25,339)	39,661
Transfer to Capital Projects Fund	1,000	25,339	26,339
Transfer from General Fund	(1,000)	(25,339)	(26,339)
Government Tower Repairs		95,000	95,000
Administrative Building	69,661	(69,661)	-
Transfer to Capital Projects Fund		69,661	69,661
Transfer from Civic Ctr/Adm Bldg		(69,661)	(69,661)

**ATTACHMENT C - Municipal Auditorium**

	<b>2024</b>		
	<b>Adopted</b>	<b>Change</b>	<b>Amended</b>
Municipal Aud HVAC System	300,000	185,100	485,100
Transfer from Sales Tax Revenue Fund	(470,000)	(185,100)	(655,100)
Transfer to Capital Projects Fund	470,000	185,100	655,100
Fund Balance (Decrease)	n/a	(185,100)	n/a

**ATTACHMENT D - Non-District Recreation**

	<b>2024</b>		
	<b>Adopted</b>	<b>Change</b>	<b>Amended</b>
Fund Balance (Increase)	n/a	100,000	n/a
Transfer from Parishwide Recreation	(275,000)	(100,000)	(375,000)
Transfer to Non-District Recreation	275,000	100,000	375,000
Fund Balance (Decrease)	n/a	(100,000)	n/a

**ATTACHMENT E - Houma Downtown Development**

	<b>2024</b>		
	<b>Adopted</b>	<b>Change</b>	<b>Amended</b>
Downtown Development	-	3,000	3,000
Fund Balance (Decrease)	n/a	(3,000)	n/a

SPOTEN I

101-95-6995



MISSION COMMUNICATIONS LLC  
61574 Hillside Road  
St. Ignatius, MT. 59865  
406-544-3433  
kenscott@missioncommunicationsmt.com

Houma Police Dept.  
TFO Sgt. Neil Abbott  
1116 Bayou Lacarpe Rd  
Houma, La 70360  
Ph# 985-860-5935. nabbott@tpcg.org

# INVOICE

Invoice # 5001148  
Invoice Date 01/16/2024  
Due Date 01/16/2024

Item	Description	Unit Price	Quantity	Amount
	MOTOROLA APX6000 DEMO UNITS 2.5 700-800MHZ COMPLETE WITH IMPRES BATTERY, IMPRES CHARGER, DEMO SPEAKER MIC/ MAN DOWN BUTTON, ANTENNA, FLASHED FOR LA FORMAT, 5 ALGOS ENCRYPTION. CARRY HOLDER	2200.00	20.00	44,000.00
	MOTOROLA APX6000 DEMO UNITS 2.5 700-800MHZ COMPLETE WITH IMPRES BATTERY, IMPRES CHARGER, DEMO SPEAKER MIC/ MAN DOWN BUTTON, ANTENNA, FLASHED FOR LA FORMAT, 5 ALGOS ENCRYPTION. CARRY HOLDER PROMOTION RADIOS	0.00	2.00	0.00
	SHIP VIA FED EX. HIGH VALUE	200.00	1.00	200.00

PAID  
CK# \_\_\_\_\_  
DATE \_\_\_\_\_

Reimbursing \$5,092.99  
D.M. 7.31.2024

NOTES: WARRANTY, FLASH FOR LA.

VENDOR # 760  
PRICE \$ 5092.99  
PO # \_\_\_\_\_  
ACCT # 101-95-2001

Subtotal 44,200.00  
Total 44,200.00  
Amount Paid 0.00  
Balance Due 44,200.00

PAID  
CK# 47273  
DATE 8/23/24

ACCT: 204-211-8211-01

PUBLIC SAFETY FUND  
 POLICE  
 OFFICE SUPPLIES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	13,100	8,114.58	0	4,985
CLOSED:				
2018	16,200	9,307.21	N/A	6,893
2019	31,734	32,206.22	N/A	472-
2020	18,200	12,617.17	N/A	5,583
2021	20,200	9,515.22	N/A	10,685
2022	14,253	13,875.98	N/A	377
2023	14,802	14,118.56	N/A	683

ENTER = CONTINUE      CF04 = DSP DETAIL      CF05 = DSP INV JE  
 CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE      CF08 = PRT DETAIL

JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 204-000-6499-00

PUBLIC SAFETY FUND

NO DEPARTMENT NAME

MISCELLANEOUS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	0	10,454.85-	0	10,455
CLOSED:				
2018	1,037	4,195.99-	N/A	3,159
2019	3,804	51,060.76-	N/A	47,257
2020	1,500	36,786.26-	N/A	35,286
2021	72,357	85,238.69-	N/A	12,882
2022	0	7,512.57-	N/A	7,513
2023	500	24,842.04-	N/A	24,342

ENTER = CONTINUE

CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL



Section II

**Felicia Aubert**

---

**From:** Kandace Mauldin  
**Sent:** Tuesday, September 3, 2024 5:00 PM  
**To:** Kayla Dupre; Felicia Aubert  
**Subject:** RE: Budget Amendment

Change in accounts.

The funding should come from:

- ~~662-194-8912-36~~ - \$69,661 – Sales Tax (Fd 255) **662-194-8912-25** **UNMU**
- 151-194-8912-07 - ~~\$29,339~~ **\$25,339**

**From:** Kandace Mauldin  
**Sent:** Tuesday, September 3, 2024 4:56 PM  
**To:** Kayla Dupre <kdupre@tpcg.org>; Felicia Aubert <faubert@tpcg.org>  
**Subject:** Budget Amendment **OK**

We need to do a budget amendment for ~~\$95,000~~ in a new account in 659-194 for Government Tower Repairs. This will be to fund the removal of the escalator in Government Towers.

The funding is from: **25**

- 662-194-8912-36 - \$69,661 – Sales Tax (Fd 255)
- Fund 255 Fund Balance - \$29,339

Please give me the new account number in Fund 659 when you have it.

Thanks



**659-194-8912-76**

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2025 - FIVE YEAR CAPITAL OUTLAY  
FUND 659 - CAPITAL PROJECTS CONTROL**

659-194-8912-26  
GOVERNMENT TOWER REPAIRS

TOTAL FUNDING	\$	95,000
EXPENDITURES THRU 12/31/24		-
PROJECT BALANCE	<u>\$</u>	<u>95,000</u>

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Sep-24	PENDING BA	FROM 662-194-8912-25 FD 255		69,661					
Sep-24	PENDING BA	FROM 151-194-8912-07		25,339					

LESS PRIOR YEARS EXPENDITURES

FUNDS AVAILABLE	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>95,000</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>
-----------------	-----------	----------	-----------	---------------	-----------	----------	-----------	----------	-----------	----------	-----------	----------

ENGINEER/ARCHITECT:

DESCRIPTION: For the removal of the Escalator in Government Towers.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
 2025- FIVE YEAR CAPITAL OUTLAY  
 FUND 662 - ADMINISTRATIVE BUILDING

662-194-8912-25

ADMINISTRATIVE BUILDING-GOVT TOWERS RENOVATIONS

PROJECT # 01-GT-02

PROJECT #19-GT-03

TOTAL FUNDING	\$	12,416,924
EXPENDITURES THRU 12/31/24		(12,416,924)
PROJECT BALANCE	\$	-

ANNUAL COST OF OPERATING AND MAINTAINING

\$ 910,000 (ESTIMATED)

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2024	2025	2026	2027	2028	2029
Jan-94	ORD 5176	FD 255 1/4% CAPITAL SALES TAX	500,000						
Jan-94	ORD 5176	PUBLIC TRUST AUTHORITY	1,800,000						
Jan-94	ORD 5176	FD 255 1/4% CAPITAL SALES TAX	500,000						
Apr-94	ORD 5221	GENERAL FUND (TEXACO)	1,000,000						
Jul-95	LIA 095	FD 662 INTEREST EARNINGS	52,270						
Jan-97	ORD 5705	GENERAL FUND (PILOT)	251,100						
Jan-97	ORD 5705	GENERAL FUND	592,650						
Jan-97	ORD 5705	FD 255 1/4% CAPITAL SALES TAX	236,250						
Jan-97	ORD 5705	FD 662 INTEREST EARNINGS	81,993						
Dec-97	ORD 5854	GENERAL FUND (VIDEO POKER)	565,251						
Dec-97	ORD 5854	TERR PAR COMMUNICATIONS DIST	302,274						
Dec-98	LIA 078	TERR PAR COMMUNICATIONS DIST	(302,274)						
Sep-00	ORD 6306	GENERAL FUND (PILOT)	1,756,529						
Sep-00	ORD 6306	FD 662 UNALLOCATED INTEREST	483,552						
Sep-00	ORD 6306	FD 662 INTEREST EARNINGS	350,000						
Sep-00	ORD 6306	CIVIC CENTER PROJ BALANCES	14,212						

CONTINUED ON NEXT PAGE

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
 2025- FIVE YEAR CAPITAL OUTLAY  
 FUND 662 - ADMINISTRATIVE BUILDING

662-194-8912-25  
 ADMINISTRATIVE BUILDING-GOVT TOWERS RENOVATIONS (CONTINUED)  
 PROJECT # 01-GT-02  
 PROJECT #19-GT-03

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2024	2025	2026	2027	2028	2029
Jan-01	ORD 6352	GENERAL FUND (PILOT)	1,000,000						
Jan-01	ORD 6352	FD 699 2000 PUBLIC IMPRV. BONDS	2,000,000						
Jan-01	ORD 6352	FD 662 INTEREST EARNINGS	100,000						
Apr-02	LIA 009	ADJUST INTEREST EARNINGS	(75,754)						
Apr-03	C/O ADJ	CARRY OVER ADJUSTMENT	(66,768)						
Dec-09	LIA 104	TO 662-194-8912-02 FD 662 INT	(75,000)						
Jan-10	LIA 006	TO 662-194-8912-02	(6,500)						
Jul-10	LIA 032	TO 662-194-8912-02	(5,500)						
Jun-10	ORD 7840	DNR - FEDERAL ENERGY GRANT	736,000						
Sep-10	LIA 038	TO 662-194-8912-02	(4,884)						
Sep-12	ORD 8161	DNR - FEDERAL ENERGY GRANT	149,000						
Nov-13	LIA 084	TO 662-194-8912-29 FD 151	(125,175)						
Oct-16	ORD 8778	TO 659-201-8912-02 GEN FUND	(131,804)						
Jan-17	ORD 8796	TO 655-351-8929-95 FD 151	(16,422)						
Dec-18	ORD 9020	TO 659-194-8915-10 FD 151	(300,199)						
Jan-19	ORD 9022	FROM GENERAL FUND	450,000						
Mar-19	ORD 9040	FROM 659-194-8915-10 FD 151	300,199						
Sep-19	ORD 9091	FROM 662-194-8912-01 FD 662 INT	22,772						
Sep-19	ORD 9091	FROM 659-194-8912-05 FD 151	7,813						
Sep-19	ORD 9095	FROM 655-351-8939-04 FD 255	125,000						
		EXCHANGING FUNDING SOURCES							
Jan-20	ORD 9117	FROM 662-194-8912-25 FD 255	477,707						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(477,707)						

CONTINUED ON NEXT PAGE

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2025- FIVE YEAR CAPITAL OUTLAY  
FUND 662 - ADMINISTRATIVE BUILDING**

**662-194-8912-25  
ADMINISTRATIVE BUILDING-GOVT TOWERS RENOVATIONS (CONTINUED)  
PROJECT # 01-GT-02  
PROJECT # 19-GT-03**

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Jan-20	ORD 9124	FROM 655-351-8939-07 FD 255	47,734						
Jan-20	ORD 9124	FROM 655-351-8939-04 FD 255	145,000						
Jan-20	ORD 9124	FROM 655-351-8939-04 FD 151	27,266						
Sep-24	PENDING BA	TO 659-194-8912-26 FD 25		(69,661)					
LESS PRIOR YEARS EXPENDITURES			(12,416,924)						
FUNDS AVAILABLE			\$ 69,661	\$ (69,661)	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT:** HOUSTON J. LIRETTE, JR.  
GSE ASSOCIATES, LLC.  
**CONTRACTOR:** THOMPSON CONSTRUCTION  
M & H BUILDERS, INC.  
BLANCHARD MECHANICAL CONTRACTORS  
EMR SERVICES, LLC

**DESCRIPTION:** RENOVATIONS TO THE EXISTING HEATING,  
VENTILATION AND A/C, ELECTRICAL, PLUMBING,  
SPRINKLER, AND FIRE AND SMOKE ALARM  
SYSTEMS IN THE GOVERNMENT TOWER.

JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 151-194-8912-07

GENERAL FUND

GOVERNMENT BUILDINGS

GOV'T TOWER ADJACENT PARK LOT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	65,000	.00	0	65,000
CLOSED:				
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	430,000	.00	N/A	430,000
2021	495,000	430,000.00	N/A	65,000
2022	65,000	.00	N/A	65,000
2023	65,000	.00	N/A	65,000

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 151-999-9106-59

GENERAL FUND

OPERATING TRANSFERS

CAPITAL PROJECT CONTROL FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	1,000	1,000.00	0	0
CLOSED:				
2018	165,389	165,389.00	N/A	0
2019	80,000	80,000.00	N/A	0
2020	0	.00	N/A	0
2021	250,000	250,000.00	N/A	0
2022	84,000	84,000.00	N/A	0
2023	96,776	96,776.00	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 659-000-7101-51

CAPITAL PROJECTS CONTRL

NO DEPARTMENT NAME

GENERAL FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	1,000	1,000.00-	0	0
CLOSED:				
2018	165,389	165,389.00-	N/A	0
2019	80,000	80,000.00-	N/A	0
2020	0	.00	N/A	0
2021	250,000	250,000.00-	N/A	0
2022	84,000	84,000.00-	N/A	0
2023	96,776	96,776.00-	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL



JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 662-194-8912-25

CIVIC CTR./ADMIN. BLDG.  
 GOVERNMENT BUILDINGS  
 ADMINISTRATIVE BUILDING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	69,661	.00	0	69,661
CLOSED:				
2018	0	.00	N/A	0
2019	905,784	88,796.73	N/A	816,987
2020	1,036,987	953,724.50	N/A	83,263
2021	83,263	13,601.56	N/A	69,661
2022	69,661	.00	N/A	69,661
2023	69,661	.00	N/A	69,661

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

*Section III & IV*

---

**Felicia Aubert**

**From:** Kandace Mauldin  
**Sent:** Wednesday, September 4, 2024 8:00 AM  
**To:** Kayla Dupre; Felicia Aubert  
**Subject:** Budget Amendment

We need to do two budget amendments:

One is for the Municipal Auditorium chiller rental cost:

- From fund 255 Fund Balance - \$185,100
- To 659-194-8912-18
- Need to do a journal entry to move current charges from 205-194-8325-01 when budget amendment is approved

One is for Non-District Recreation:

- Transfer from Fund 280 Fund Balance - \$100,000
- Transfer to Fund 205



**KANDACE MAULDIN, CPA**  
Chief Financial Officer  
Department of Finance  
985.873.6459 • [tpcg.org](http://tpcg.org)

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2025 - FIVE YEAR CAPITAL OUTLAY  
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-18  
MUNICIPAL AUDITORIUM HVAC SYSTEM  
PARISH PROJECT #24-HVAC-17**

TOTAL FUNDING	\$	485,100
EXPENDITURES THRU 12/31/24		-
PROJECT BALANCE	<u>\$</u>	<u>485,100</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2024	2025	2026	2027	2028	2029
Jan-22	ORD 9336	FUND 201 ARP	300,000						
Sep-24	PENDING BA	1/4% Capital Sales Tax Fund		185,100					

FUNDS AVAILABLE	<u>\$</u>	<u>300,000</u>	<u>\$</u>	<u>185,100</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>
-----------------	-----------	----------------	-----------	----------------	-----------	----------	-----------	----------	-----------	----------	-----------	----------	-----------	----------

**ENGINEER/ARCHITECT: YKH CONSULTING, LLC**

**DESCRIPTION: UPGRADE HVAC SYSTEM IN MUNICIPAL  
AUDITORIUM.**

JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 659-194-8912-18

CAPITAL PROJECTS CONTRL

GOVERNMENT BUILDINGS

MUNICIPAL AUD HVAC SYSTEM

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	300,000	305.00	0	299,695
CLOSED:				
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	0	.00	N/A	0
2022	300,000	.00	N/A	300,000
2023	300,000	.00	N/A	300,000

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 659-000-7102-55

CAPITAL PROJECTS CONTRL

NO DEPARTMENT NAME

SALES TAX REVENUE FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	470,000	470,000.00-	0	0
CLOSED:				
2018	862,158	862,158.00-	N/A	0
2019	42,878	42,878.00-	N/A	0
2020	50,000	50,000.00-	N/A	0
2021	596,299	596,299.00-	N/A	0
2022	3,211,400	3,211,400.00-	N/A	0
2023	118,591	118,591.00-	N/A	0

ENTER = CONTINUE      CF04 = DSP DETAIL      CF05 = DSP INV JE  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE      CF08 = PRT DETAIL

JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 255-999-9106-59

SALES TAX REVENUE FUND

OPERATING TRANSFERS

CAPITAL PROJECTS CONTROL FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	470,000	470,000.00	0	0
CLOSED:				
2018	862,158	862,158.00	N/A	0
2019	42,878	42,878.00	N/A	0
2020	50,000	50,000.00	N/A	0
2021	596,299	596,299.00	N/A	0
2022	3,211,400	3,211,400.00	N/A	0
2023	118,591	118,591.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 =

INPUT SCR

CF04 =

DSP DETAIL

CF05 =

DSP INV JE

CF06 =

DSP ENCUMBRANCE

CF08 =

PRT DETAIL

JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 205-000-7102-80

NON-DISTRICT RECREATION

NO DEPARTMENT NAME

PARISHWIDE RECR. FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	275,000	275,000.00-	0	0
CLOSED:				
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	27,000	27,000.00-	N/A	0
2021	263,247	263,247.00-	N/A	0
2022	154,138	154,138.00-	N/A	0
2023	290,898	290,898.00-	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF08 = PRT DETAIL

JULY 31, 2024 - MONTH LAST CLOSED

ACCT: 280-999-9102-05

PARISHWIDE RECR. FUND

OPERATING TRANSFERS

NON-DISTRICT RECREATION FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	275,000	275,000.00	0	0
CLOSED:				
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	27,000	27,000.00	N/A	0
2021	263,247	263,247.00	N/A	0
2022	154,138	154,138.00	N/A	0
2023	290,898	290,898.00	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL



*Section II*

Budget Amendment Request

Account Number	Description	Amount
<b>ATTACHMENT A - DOWNTOWN DEVELOPMENT CORPORATION</b>		
<i>511-50</i> 151-000-6499-04	HDDC - ST LA AUTO RENTAL INCOME	( <del>3,000</del> )
151-652-8354-08	DOWNTOWN DEVELOPMENT	3,000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DDC Car Rental Tax  
151-000-6499-04**

<b>2016</b>		<b>Balance</b>
<u>1,236.47</u>	car rental tax	<u>1,236.47</u>
<b>2017</b>		
<u>2,453.99</u>	car rental tax	2,453.99
<b>2018</b>		
<u>2,155.68</u>	car rental tax	2,155.68
	BA moving funds to Bike Rack Project (August 2018)	(4,797.47)
<b>2019</b>		
<u>3,193.48</u>	car rental tax	3,193.48
<b>2020</b>		
<u>4,264.90</u>	car rental tax	4,264.90
	BA moving funds for playground mulch at the Marina (May 2020)	(5,339.00)
<b>2021</b>		
<u>4,348.55</u>	car rental tax	4,348.55
	BA #17 Ord 9318 for Volta Spinner Downtown Marina	(5,842.00)
<b>2022</b>		
<u>3,781.95</u>	car rental tax	3,781.95
<b>2023</b>		
<u>4,779.00</u>	car rental tax	4,779.00
		(5,781.63)
<b>2024</b>		
<u>2,692.81</u>	car rental tax	2,692.81
<u><u>28,906.83</u></u>		-

**Total remaining:** \$ 7,146.73 Available for Anne Picou to use  
(3,000.00)  
4,146.73

<b>2024</b>	
345.60	Jan
302.26	Feb
364.61	Mar
373.96	Apr
430.94	May
422.60	June
452.84	July
	Aug
	Sept
	Oct
	Nov
	Dec
<u>2,692.81</u>	

Account Number To Used For Facade Grant

Christiana udom <cudom@tpcg.org>

Wed 04-Sep-24 11:02 AM

To:Skyla Galjour <sgaljour@tpcg.org>

 1 attachments (4 MB)

20240904104653931.pdf,

Good morning Skyla,

Please see attached. The HDDC would like to use \$3,000.00 from car rental tax to assist Lee Whitney to refurbish his front store facade. Can you please let me know which account number to used for this requestion.

Thank you,  
Christiana



**CHRISTIANA UDOM**  
Administrative Tech 1

---

Department of Quality of Life

 985.873.6408 |  [cudom@tpcg.org](mailto:cudom@tpcg.org)



**Houma Downtown Development Corporation**

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

Re: CAR RENTAL TAX

of  
EMP  
8/30/24

VEN# 18199  
ACCT# \_\_\_\_\_  
REQ# \_\_\_\_\_

Date: September 2, 2024

To: Jim Wendel, Quality of Life Director

From: Anne Picou, Cultural Enrichment Admin *AP*

Re: Facade grant to Lee Whitney Signs.

During the August HDDC meeting, the board reviewed the facade grant application from Lee Whitney, with Lee Whitney Signs. The HDDC receives one-third of the car rental tax collected in Terrebonne Parish. The board has accumulated this year \$7,000.00. The board voted to award Lee Whitney \$3,000 to go towards the refurbishing of the front facade totaling \$7,539.00.

Please find attached the supporting invoice for proposed enhancement to a historical structure within the historic district. Note the attached paperwork exceeds the amount requested for granting purposes. The board wanted to demonstrate how the property owner is committed to downtown Houma and restoring a building over one hundred years old.

The HDDC will pay Lee Whitney \$3,000 for facade improvements to 510 Lafayette Street, Houma, La. 70360.

If further information is required please don't hesitate to contact Anne Picou at 985-873-6408.





**Houma Downtown Development Corporation**

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

HDDC

**Houma Downtown Development Corporation  
Façade & Quality of Life Application**

**Property Information**

Date of the original construction: EARLY 1900's Business: LEE WHITNEY SIGNS

Street Address: SIOLAFAYETTE ST City: HOUMA

Applicant: LEE WHITNEY Telephone: 851-1400

Owner: LEE WHITNEY Email: LEE@LEEWHITNEYSIGNS.COM

*Handwritten:* 8/30/24

**Scope of Work  
(Attach paperwork)**

- I. Clean &/or repair bricks.
- II. Sand & paint weatherboards.
- III. Repair storefront, windows & doors.
- IV. Signage new or repair existing.
- V. New Awning.
- VI. Paint, repair wood or paint masonry front.
- VII. Repair roof, parapet &/or flashing.
- VIII. Underground infrastructure.
- IX. Other.

The grant helps to provide financial assistance for projects within the designated Houma Historic District downtown.

*Always Happy in Downtown Houma!*

Find us on Social Media:





HDDC

**Houma Downtown Development Corporation**

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

**Building Certification**

This certifies that the building is located within the boundaries of either the National or Local District and is a contributing element.

Signature James LeCompte  
Houma Downtown Development Board Member

Date Aug 30. 24

Signature Amme Rain

Date 8/27/24

OK  
PMP  
8/30/24

**Owner Approval for Tenant Applicant**

I, LEE WHITNEY, owner of the building at LEE WHITNEY SIGNS  
Give my consent to the applicant to go forward with the grant work on the building as outlined in the Scope of Work section of this application.

Signature Lee Whitney Date 8-25-24





**Houma Downtown Development Corporation**

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

ok  
APP  
8/30/24

**FAÇADE GRANT APPLICATION LETTER**

TO: Houma Downtown Development Corporation Program  
317 Goode Street  
Houma, Louisiana, 70360

I, LEE WHITNEY, am applying for the Façade and Quality of Life Grant Application. I understand that my application for the grant does not guarantee funding. With this letter, I am certifying that I understand the terms and conditions of the local Main Street grant program.

My application, scope of work, and other specifications must be approved in writing by the Houma Downtown Development Corporation Board or at least three (3) board members if a quorum cannot promptly approve the scope of work.

I fully understand that if I begin to work without a signed agreement and if, as a result, work is performed and the board does not approve the application, the grant will be terminated.

Lee Whitney  
Signature of Applicant  
8-25-24  
Date

*Always Happy in Downtown Houma!*

Find us on Social Media:



This invoice  
Supports the  
Grant Application.



Lee Whitney Signs  
510 Lafayette St.  
Houma, La 70360

AWP

8/30/24

## REFURBISH BUILDING FACADE'

Remove and Replace rotten wood on bldg. front,  
Remove and Replace the existing house wrap with  
an Ice and Water, weather proof membrane.  
Bldg. Surface replaced with 6" beveled siding, lap siding  
(hardie board siding) each board to be primed all four sides,  
before installation, using stainless steel nails and aluminum  
butt joint flashing.

All planks installed using blind fastener method.  
hand scribed base board at transition from windows  
to gable wall section.

Solid planks at the end caps of the parapet wall.

Refurbish Window and Door trim using reclaimed  
cypress wood (original look).

Plaster on side of bldg to be Repaired and Painted

Repair void window covers (on side of bldg) replaced  
with Hardie cement board, prime painted to match.

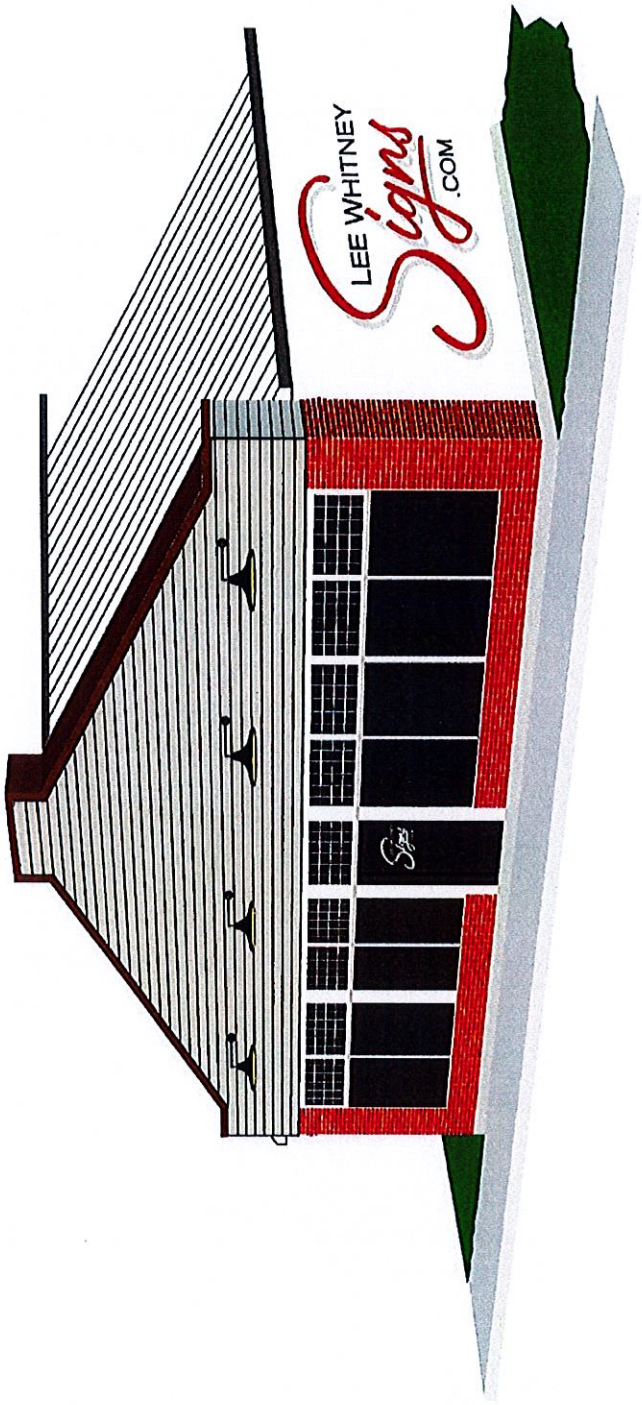
All Materials, Equipment, Hardware and Labor.

\$6885.00

\$654.00 .....taxable

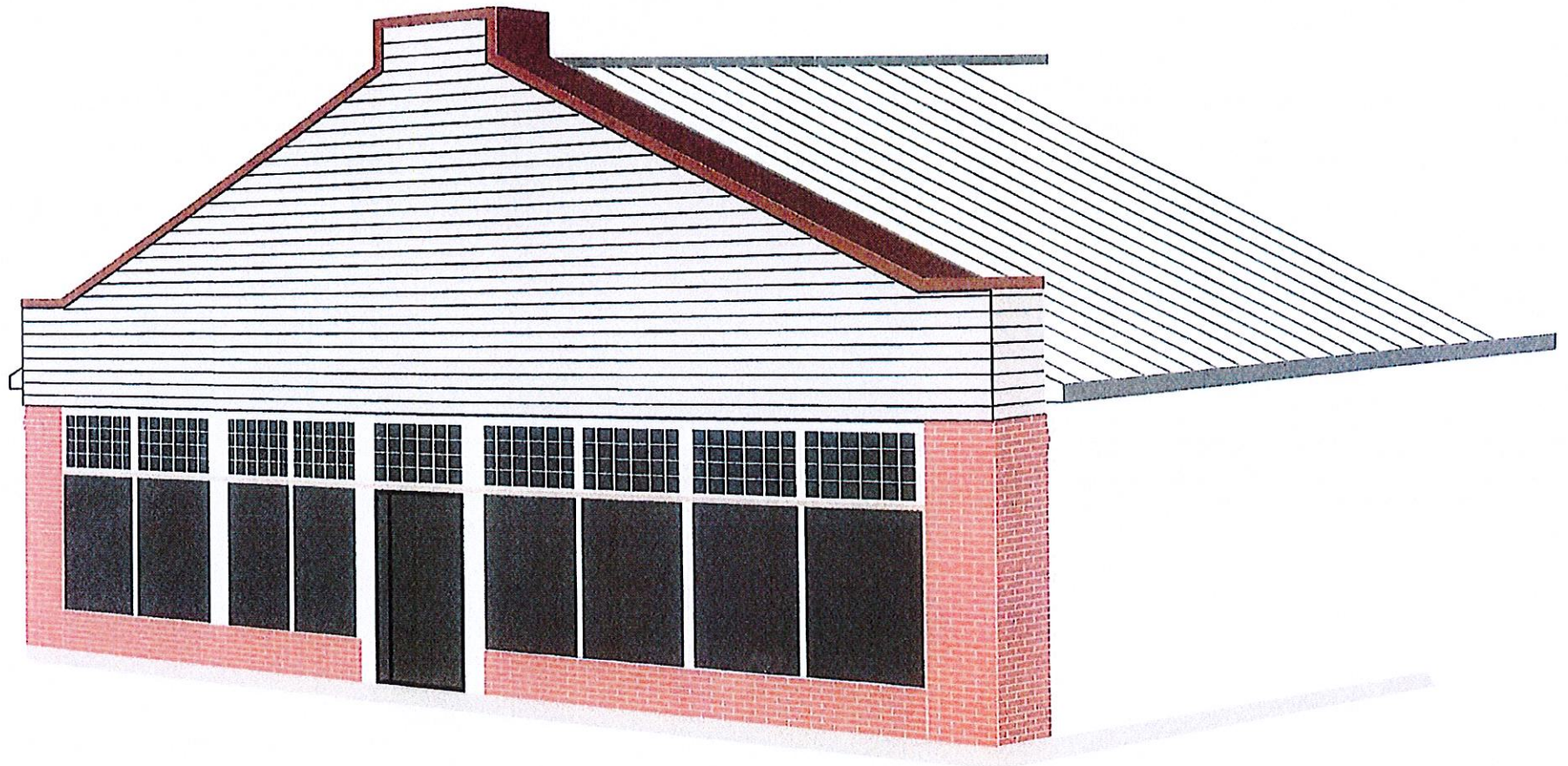
\$7539.00













# SALVADOR VALENCIA, LLC

901 HOUMA BLVD. METARIE, LA 70001 (504) 915-4358

LEE WHITNEY  
510 LAFAYETTE ST.  
HOUMA, LA 70360  
(985) 804-8000

## PRIME & PAINTING

PRE-PRIME ALL HARDIE BOARDS  
APPROX. 640 SQ. FT. OF WALL AREA

After Installation, Wash, Re-prime entire bldg.  
and Caulk all Joints and Cracks.  
Hand Paint two coats using Sherwin Williams  
(Duration) premium Latex paint finish.

Scrape Prime and Paint all Sofit and Facia.

Scrape, Prime and Paint all Sheet Metal  
bldg. surfaces on side and rear walls.

**\$3,500.00**

SALES TAX..... **\$332.50**

---

**\$38,32.50**

Warren Clement, Jr., Pres.  
Res. Phone 872-4450

7565 Main Street  
Houma, Louisiana 70360  
Office Phone 872-1710

Invoice No. \_\_\_\_\_

Order No. \_\_\_\_\_

Date \_\_\_\_\_

M Lee Whitney Signs  
510 Lafayette Street

REMIT TO:  
P.O. Box 1168  
Houma, LA 70361

In Account With  
**RENE THE TINNER, INC.**  
GUTTERS, VALLEYS, VENTILATORS, BOAT TANKS & METAL CISTERNS  
- Installation & Repair of All Types of Roofs -  
We Carry Workmen's Compensation and Liability Ins.

Building front metal capping and flashing	
all galvalume metal hemmed and braked	
bent to form capping and flashing on	
the face of the building front	
materials, equipment and labor	\$ 4650.00
taxable	\$ 441.75
	\$ 5091.75



Pelican Electrical Services, LLC  
1461 Bayou Dularge Rd.  
Theriot, LA 70397

ESTIMATE

Sales Rep. Maicolm Dugas

Bill to:

pelicanelectricalsvcs@gmail.com  
+1 (985) 804-0503

Lee Whitney Signs  
510 Lafayette Street  
houma, LA 70360  
985.804.8000

Wire the Front wall light fixtures as well as the Security Camera System  
coaxial cable and cat 6 cable to be traced to each camera, from the  
monitor and recording station in front office area.

12-2 sheilded romex wire run from breaker box to each outdoor light  
located on the front facade' of building

\$2675.00  
9.5% tax..... \$254.13  
\$2929.13