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## TERREBONNE PARISH COUNCIL

### BUDGET AND FINANCE COMMITTEE

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



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

### AGENDA

April 22, 2024  
5:45 PM

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

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**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:** Concurring with Parish Administration for the State Contract Purchase of Three (3) Trucks for the Solid Waste Department from Lamarque Crescent City Ford
- 2. RESOLUTION:** Concurring with the Parish Admin to award Request for Bids (RFBS) received for Hurricane Ida Damage Repairs for the Coroner's Office to Freetown Builders, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

3. **RESOLUTION:** To Authorize Parish Administration to Execute an Agreement between Terrebonne Parish Consolidated Government and Haydel Family Practice for Medical Services at the Terrebonne Parish Criminal Justice Complex.
4. **RESOLUTION:** To Authorize Parish Administration to Enter Into a Services Agreement on Behalf of the Terrebonne Parish Consolidated Government (TPCG) with Otis Elevator Company for the Maintenance of the Elevators at 7910 W Main Street, Houma, LA
5. Consider the introduction of an ordinance declaring (1) vehicle from Houma Police Department as surplus and authorizing said item to be disposed of by any legally approved methods and calling a public hearing on Wednesday, May 15, 2024, at 6:30 p.m.
6. Consider the introduction of an ordinance to amend the 2024 Adopted Operating Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.  
  
I. Utilities-Electric Distribution, \$350,000  
II. Dedicated Emergency Fund, \$2,648,949  
III. Dedicated Emergency Fund, \$6,525,690  
IV. Dedicated Emergency Fund, \$757,000  
V. Drainage, \$2,000  
and calling a public hearing on said matter on Wednesday, May 15, 2024, at 6:30 pm
7. Motion to hold discussion with possible action regarding the status of the awarding of the Solid Waste RFP.
8. Adjourn

Category Number:  
Item Number:



Monday, April 22, 2024

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, April 22, 2024

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Category Number:  
Item Number: 1.



Monday, April 22, 2024

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**Item Title:**

**RESOLUTION:** State Contract Purchase of Three (3) Trucks for the Solid Waste Department from Lamarque Crescent City Ford

**Item Summary:**

**RESOLUTION:** Concurring with Parish Administration for the State Contract Purchase of Three (3) Trucks for the Solid Waste Department from Lamarque Crescent City Ford

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/17/2024	Executive Summary
Resolution	4/17/2024	Resolution
Support Material	4/17/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

**RESOLUTION:** State Contract Purchase of Three (3) Trucks for the Solid Waste Department from Lamarque Crescent City Ford

### PROJECT SUMMARY (200 WORDS OR LESS)

Approving the state contract purchase of three trucks for the Solid Waste Department via State Contract 44000237893 under the provisions set forth in the Louisiana Revised Statutes Title 39:1710

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

The new units will be used for the transport of the tractor crew and tractor maintenance.

### TOTAL EXPENDITURE

\$146,962.00

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

☒ ACTUAL

☐ ESTIMATED

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

☐ N/A

☐ NO

☒ YES

IF YES AMOUNT BUDGETED: \$150,000.00

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

☒ PARISHWIDE

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☐ 9

Sharon Ellis, Purchasing/Warehouse Manager

4-17-2024

Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

**WHEREAS**, prices were obtained by Solid Waste Department for the purpose of purchasing One (1) Ford F-150 and Two (2) Ford F-350 trucks through Louisiana State Contract, and

**WHEREAS**, after careful review by the Purchasing Division, Fleet Maintenance Superintendent, and Solid Waste Director, it has been determined that the price of Fifty-Four Thousand, One Hundred Sixty Dollars (\$54,160.00) each for the 2024 Ford F-350 Crew Cabs and Thirty-Eight Thousand, Six Hundred Forty-Two Dollars (\$38,642.00) for the 2024 Ford F-150 Regular Cab should be accepted from Lamarque Crescent City Ford via State Contract 4400023793 as per attached documents, and

**WHEREAS**, Parish Administration recommends acceptance of the state contract purchase of one (1) Ford F-150 and two (2) Ford F-350 trucks at the aforementioned prices from Lamarque Crescent Ford as per the attached documents.

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved for the state contract purchase of three (3) trucks for Solid Waste Department.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

## VEHICLE PURCHASE REQUEST FORM

Division / Department Name: Solid Waste/Vegetation

Vehicle Type Requested (check vehicle / type requesting):

☐ **Carryalls**

☐ **1/2 Ton, 2 WD**

☐ **3/4 Ton, 2 WD**

☐ **1/2 Ton, 4 WD**

☐ **3/4 Ton, 4 WD**

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☐ **Police Pursuit \*\* Orders restricted to HPD**

☐ **Station Wagon, V-6**

☐ **Full Size Sedan**

☐ **Full Size Sedan, Patrol**

☐ **Station Wagon, V 8**

☐ **Large Size Sedan V8**

☐ **Full Size Police SUV**

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☐ **Sedans & Station Wagons**

☐ **Small - Mid Size Sedan**

☐ **Full Size Station Wagon**

☐ **Large Size Sedan**

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☐ **Severe Service Vehicle**

☐ **1/2 Ton, 2 WD**

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☐ **Special Use Vehicle (SUV)**

☐ **Small 2 WD Utility Wagon**

☐ **2 WD Utility Wagon**

☐ **Small 4 WD Utility Wagon**

☐ **4 WD Utility Wagon**

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☐ **Cargo / Passenger Van**

☐ **Mini Van (front a/c only)**

☐ **3/4 Ton Cargo Van**

☐ **7 Passenger Mini Van**

☐ **15 Passenger Van (1 Ton)**

☐ **1/2 Ton Cargo Van**

☐ **1 Ton Cargo Van**

☐ **12 Passenger Van (1 Ton)**

☐ **Compact Pickup Truck**

☐ **Regular Cab, 2 WD**

☐ **Crew Cab, 2 WD**

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**XX** **1/2 Ton Pickup Truck**

☐ **1/2 Ton, Regular Cab, 2 WD**

☐ **1/2 Ton, Regular Cab, 4 WD**

☐ **1/2 Ton, Quad Cab 2 WD**

☐ **1/2 Ton, Quad Cab, 4 WD**

**Per Attached contract F-150**

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☐ **3/4 Ton Pickup Truck**

☐ **3/4 Ton, HD, Regular Cab, 2 WD**

☐ **3/4 Ton, HD, Regular Cab, 4 WD**

☐ **3/4 Ton, HD, Quad Cab, 2 WD**

☐ **3/4 Ton, HD, Quad Cab, 4 WD**

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☐ **1 Ton Pickup Truck (DRW)**

☐ **1 Ton, Crew Cab, 2 WD**

☐ **1 Ton, Crew Cab, 4 WD**

☐ **1 Ton, Regular Cab, DRW, 2 WD**

☐ **1 Ton, Regular Cab, DRW, 4 WD**

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☐ **1 Ton Pickup Truck (SRW)**

☐ **1 Ton, Crew Cab, SRW, 2 WD**

☐ **1 Ton, Crew Cab, SRW, 4 WD**

☐ **1 Ton, Regular Cab, SRW, 2 WD**

☐ **1 Ton, Regular Cab, SRW, 4 WD**

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**XX** **Specialty Truck**

**Per Attached State Contract Ford F-350 Crew Cab**

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**OPTIONS REQUESTED (4 WD, Crew Cab, Leather, etc):**

**Options per state contract**

**OPTION(S) JUSTIFICATION:**

**Per State Contract**

**Number of each type of vehicle requested:**

**(2) Two F-350 CC**

**(1) One F-150 Regular Cab**

**Unit number(s) of vehicles for Trade-in, Transfer or Surplus:**

**Current vehicle will be placed in the Solid Waste/Vegetation pool use when needed.**

**Description of the intended use for vehicle(s) that are being requested:**  
**Tractor Crew Leaders will use to transport tractor crew and use for tractor maintenance.**

**Name of employee(s) that vehicle(s) will be assigned to:**

**Clay Naquin 4/11/2024**

Division Approval / Date

Clay Naquin 4/11/2024

Department Approval / Date

.....  
.....

Fleet Maintenance Comments:

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

 4/16/2024  
Fleet Maintenance Approval / Date



**Use account number 353-441-8915-06. May have to call Kayla Dupre to verify budget amendment for \$150,000 was done in March 2024**

↓  
OK Per  
Kayla  
4/17/2024

Contract # 4400023793

JEFFERSON PARISH CONTRACT 5001426681 LINE 11 F-150

BASE BID PRICE.....34747.00

5.0L V8 ENGINE.....2329.00

3.31 LOCKING REAR AXLE.....382.00

RUNNING BOARDS.....228.00

CLASS 4 TRAILER HITCH.....286.00

FOG LAMPS.....128.00

SPRAY IN BEDLINER.....542.00

TOTAL OF ALL ABOVE.....38642.00

1FTMF1C53PKG17968 VIN IN STOCK

BRANDON LAMARQUE



Contract # 4400023793

STATE CONTRACT LINE 78-12 FORD F-350 CREW CAB

BASE BID PRICE.....50858.00

LT275/70R18E BSW ALL TERRAIN.....241.00

3.73 LOCKING AXLE.....392.00

GOOSNECK HITCH KIT.....228.00

FX4 PACKAGE.....451.00

RUNNING BOARDS.....405.00

5<sup>TH</sup> WHEEL HITCH PREP PKG.....501.00

CLEARANCE LIGHTS.....87.00

STEEL ROAD WHEELS.....414.00

UPFITTER SWITCHES.....150.00

REMOTE START.....228.00

XL CHROME PACKAGE.....205.00

TOTAL OF ALL ABOVE.....54160.00

2024 F-350 1FT8W3BA9REC53973 IN STOCK

Contract # 4400023793

STATE CONTRACT LINE 78-12 FORD F-350 CREW CAB

BASE BID PRICE.....50858.00

LT275/70R18E BSW ALL TERRAIN.....241.00

3.73 LOCKING AXLE.....392.00

GOOSNECK HITCH KIT.....228.00

FX4 PACKAGE.....451.00

RUNNING BOARDS.....405.00

5<sup>TH</sup> WHEEL HITCH PREP PKG.....501.00

CLEARANCE LIGHTS.....87.00

STEEL ROAD WHEELS.....414.00

UPFITTER SWITCHES.....150.00

REMOTE START.....228.00

XL CHROME PACKAGE.....205.00

TOTAL OF ALL ABOVE.....54160.00

2024 F-350 1FT8W3BA8REC54502 IN STOCK

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< RS 39:1710 >



§1710. Local governing authorities; purchases from local vendors, payment of certain costs

When a local governing authority purchases an item at the state bid price through a local vendor, the local governing authority may pay to the local vendor the costs for shipping, preparation, and delivery of the item, provided that these costs shall not exceed the state bid price by seven percent on purchases up to ten thousand dollars, five percent on purchases over ten thousand dollars and up to twenty thousand dollars, and three percent on purchases over twenty thousand dollars.

Acts 1993, No. 779, §1; Acts 2014, No. 864, §2, eff. Jan. 1, 2015.

If you experience any technical difficulties navigating this website, [click here](#) to contact the webmaster.  
P.O. Box 94062 (900 North Third Street) Baton Rouge, Louisiana 70804-9062



Monday, April 22, 2024

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**Item Title:**

Resolution to award the Request for Bids (RFBS) received for Hurricane Ida Damage Repairs to the Coroner's Office to Freetown Builders, LLC.

**Item Summary:**

**RESOLUTION:** Concurring with the Parish Admin to award Request for Bids (RFBS) received for Hurricane Ida Damage Repairs for the Coroner's Office to Freetown Builders, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Exec Summary	4/18/2024	Executive Summary
Resolution	4/18/2024	Resolution
Recommendation	4/18/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

**RESOLUTION**, to award the Request for Bids (RFBS) received for Hurricane Ida Damage Repairs for the Coroner's Office to Freetown Builders, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

### PROJECT SUMMARY (200 WORDS OR LESS)

Award bids received to Freetown Builders, LLC.

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

Coroner's Office Building Repairs due to damages from Hurricane Ida.

### TOTAL EXPENDITURE

\$133,400.00

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

ACTUAL

ESTIMATED

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

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

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

PARISHWIDE

1

2

3

4

5

6

**7**

8

9

*Sharon Ellis*

Sharon Ellis, Purchasing/Warehouse Manager

April 17, 2024

Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION NO. 24-**

**RESOLUTION**, to award the Request for Bids (RFBS) received for Hurricane Ida Damage Repairs for the Coroner's Office to Freetown Builders, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

**WHEREAS**, RFBs were received on April 4, 2024, for Hurricane Ida Damage Repairs for the Coroner's Office, and

**WHEREAS**, based on the information provided by GFP Architecture (engineers assigned to this project) recommends awarding the project to Freetown Builders, LLC for a total amount of One Hundred Thirty-three Thousand, Four Dollars and Zero Cents (**\$133,400.00**), and

**WHEREAS**, the lowest bid submitted by Rock Enterprises Construction, LLC cannot be considered because bidder failed to submit the most current unit price forms with their bid, and

**WHEREAS**, the Parish Administration concurs with the recommendation to authorize the award of the project to Freetown Builders, LLC for Hurricane Ida Damage Repairs for the Coroner's Office, and

**NOW THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President and/or his designee to award the above mentioned for Hurricane Ida Damage Repairs for the Coroner's Office to Freetown Builders, LLC, and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:.

ABSENT:



Kevin M. Gros, AIA  
Chief Executive Officer

Amy Connor-Flores, IIDA, CHID  
Chief Design Officer

L. "Andy" Positerry, II, AIA, LEED AP  
Chief Operating Officer

April 10, 2024

**Mr. Jason Broussard, Senior Project Manager**

Royal Engineers & Consultants  
1231 Camellia Blvd.,  
Lafayette, LA 70508

*RE: Hurricane Ida Damage Repairs for Coroner's Office  
Parish Project No. IDA-0063  
Architect's Project No. 2211D*

Dear Mr. Broussard:

As you know, bids for the above referenced projects were received on April 4, 2024, at the Terrebonne Purchasing Department. We received bids from nine (9) bidders below. The results below are listed in order of apparent low bid.

Bidder Name	Base Bid	Total Bid
ROCK ENTERPRISES CONSTRUCTION LLC	\$117,385.00	\$117,385.00
<b><u>FREETOWN BUILDERS, LLC</u></b>	<b><u>\$133,400.00</u></b>	<b><u>\$133,400.00</u></b>
LAKESHORE ROOFING AND CONSTRUCTION INC	\$137,007.00	\$137,007.00
SIEVERDING CONSTRUCTION INC.	\$140,711.00	\$140,711.00
SAGE CONSTRUCTION, LLC	\$145,000.00	\$145,000.00
FRISCO INDUSTRIAL CONTRACTORS, LLC	\$159,985.00	\$159,985.00
DEL-CON, LLC.	\$178,500.00	\$178,500.00
JIREH CONSTRUCTION GROUP	\$196,000.00	\$196,000.00
HUBB'S PROPERTIES, LLC	\$218,845.00	\$218,845.00

Prior to opening/receiving bids, the budget for the project was announced as \$105,000.00. Based on the bids received, the apparent low bidder for the above referenced project is Rock Enterprises Construction, LLC, with a total bid of \$117,385.00. As standard procedure, we took all bids under advisement. During the bid opening and

advisement period, it was determined that Rock Enterprises Construction, LLC had not turned in the most current Unit Price Form which qualifies their bid as non-responsive.

At this time, we recommend that Rock Enterprises Construction, LLC's bid be rejected and that the project should be awarded to the next lowest bidder, **FREETOWN BUILDERS, LLC with a base bid of \$133,400.00**. FREETOWN BUILDERS, LLC has been notified to prepare their post bid documentation and turn it in (within 10 days of notification). I will then prepare the contract for construction, schedule the pre-construction conference, and issue the notice to proceed.

If you have any questions, or need additional information, please feel free to call.

Sincerely,

Blake Thibodaux, Assoc. AIA

Project Manager/Intern Architect





Monday, April 22, 2024

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**Item Title:**

Agreement between TPCG and Haydel Family Practice

**Item Summary:**

**RESOLUTION:** To Authorize Parish Administration to Execute an Agreement between Terrebonne Parish Consolidated Government and Haydel Family Practice for Medical Services at the Terrebonne Parish Criminal Justice Complex.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/18/2024	Executive Summary
Resolution	4/18/2024	Resolution
Agreement	4/18/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
<b>RESOLUTION:</b> To Authorize Parish Administration to Execute an Agreement between Terrebonne Parish Consolidated Government and Haydel Family Practice for Medical Services at the Terrebonne Parish Criminal Justice Complex

PROJECT SUMMARY (200 WORDS OR LESS)
TPCG wishes Haydel Family Practice to provide professional consultations, advice, and services to TPCG, and to serve as TPCG’s Professional representative for a specific fee.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Physician Services for the Terrebonne Parish Criminal Justice Complex.

TOTAL EXPENDITURE			
\$85,000.00			
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

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

04/18/2024  
\_\_\_\_\_  
Date

**OFFERED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

A RESOLUTION TO AUTHORIZE PARISH ADMINISTRATION TO EXECUTE AN AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND HAYDEL FAMILY PRACTICE FOR MEDICAL SERVICES AT THE TERREBONNE PARISH CRIMINAL JUSTICE COMPLEX.

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

**WHEREAS**, TPCG is authorized by its Home Rule Charter to pass all resolutions and/or ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish; and

**WHEREAS**, TPCG wishes Haydel Family Practice to provide professional consultations, advice, and services to TPCG, and to serve as TPCG's Professional representative for a specific fee, all as more fully set forth in the Agreement for Professional Services, attached hereto.

**SECTION I**

**BE IT RESOLVED** by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to execute the Agreement between TPCG and Haydel Family Practice for medical services at the Terrebonne Parish Criminal Justice Complex.

**SECTION II**

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

**SECTION III**

This resolution 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 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

**AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES  
BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
HAYDEL FAMILY PRACTICE  
(A PROFESSIONAL MEDICAL CORPORATION)**

\*\*\*\*\*

**STATE OF LOUISIANA**

**PARISH OF TERREBONNE**

**BE IT KNOWN**, that on the dates referenced herein below, before the undersigned Notary Publics, duly authorized and commissioned in and for the aforesaid parishes, and in the presence of the undersigned competent witnesses, personally came and appeared:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish Louisiana, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by Gordon E. Dove, its Parish President, duly authorized by virtue of the Council Resolution No. \_\_\_\_\_ attached hereto, (hereinafter referred to as "TPCG" or "Owner"); and

**HAYDEL FAMILY PRACTICE (A PROFESSIONAL MEDICAL CORPORATION)**, a corporation duly organized and existing under the laws of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, Louisiana Corporation, authorized to do and doing business, whose present mailing address is 502 Barrow Street, Houma, Louisiana, 70360, represented herein by Richard M. Haydel, M.D., its President, and Scott A. Haydel, M.D., its Vice President, (hereinafter referred to as "Jail Physician")

**I. SCOPE OF AGREEMENT**

1.1 TPCG wishes Jail Physician to provide, and Jail Physician agrees to provide, professional consultations, advice, and services to TPCG, and to serve as TPCG's Professional representative for a specific fee, all as more fully set forth herein below.

1.2 Richard M. Haydel, M.D., Scott A. Haydel, M.D., and J. Matthew Watkins, M.D. shall be and are the only physicians authorized to perform services for TPCG under this Agreement.

**II. BASIC SERVICES OF JAIL PHYSICIAN**

2.1 Jail Physician shall perform the following professional services:

2.1.1 The doctor will update Chapter 12 Health Services Policy and Procedures consistent with the Terrebonne Parish Jail Policy and Procedures Manual format whenever indicated.

- 2.1.2 The doctor will review and modify Policy Procedures statements at least annually consistent with the Terrebonne Parish Policy and Procedures Manual and modify statements as necessary to be consistent with the operation.
- 2.1.3 The doctor will meet With the TPCJC Warden at least quarterly and submit quarterly and annual reports on health care delivery in a format agreed to by the Parish.
- 2.1.4 The doctor will determine health care personnel requirements and make recommendations to the TPCG as part of the budget process.
- 2.1.5 The doctor will operate the health care program consistent with the laws of the state, Consent Decrees, Louisiana Jail Standards, and Health Services in Jails developed by the American Medical Association.
- 2.1.6 The doctor will provide input into the jail medical budgets including space, equipment, supplies, and materials.
- 2.1.7 The doctor will provide training to shift medical officers by:
  - a. Insuring they read and know all medical policy and procedures.
  - b. Having them observe setting up and distribution of all medications.
- 2.1.8 The doctor will work with the training coordinator of TPCJC Warden to ensure that the medical training program provides the proper type of training in an adequate number of hours. Medical related curriculum should include training in:
  - a. Recognition of signs and symptoms of mental illness, retardation emotional disturbance, and chemical dependency.
  - b. First-aid course.
  - c. Cardiopulmonary Resuscitation (CPR).
  - d. Response to emergency situations.
- 2.1.9 Inmate health complaints will be collected daily and evaluated the same day by a nurse under the supervision of the Jail Physician.
- 2.1.10 The doctor will conduct sick call in the jail whenever necessary at the request of the Emergency medical technician (nurse).
- 2.1.11 The doctor will review all treatment plans established by the emergency medical technician or nurse.
- 2.1.12 The doctor or an approved substitute doctor will be available for consultation twenty-four (24) hours a day, every day of the week.
- 2.1.13 Professional medical staff (Doctor or Emergency medical technician), will be in the Terrebonne Parish Jail seven (7) days per week, and available for call in the Parish Jail.
- 2.1.14 Emergency medical technician Coverage will be at least forty (40) hours a week.
- 2.1.15 All inmates will be given a physical examination on or before their third day of incarcerations. The exam will include tests for tuberculosis, and pregnancy.
- 2.1.16 The doctor shall establish and implement as needed, medical programs for:

- a. Medical housing assignment
- b. Chemically dependent inmates
- c. Detoxification
- d. Pregnant inmates
- e. Prosthesis
- f. Chronic care
- g. Convalescent care
- h. Delousing

- 2.1.17 The doctor in conjunction with the TPCJC Jail Warden shall establish the content and location of first aid kits within fifteen (15) days of contract award. The nurse or Emergency medical technician will check the kits periodically and replace extended items.
- 2.1.18 The doctor will establish protocol for staff response to medical emergencies within thirty (30) days of contract award. This protocol will be reviewed and modified as needed at least annually.
- 2.1.19 The doctor will assist the Parish in the development of a program for dental services.
- 2.1.20 Hygiene instruction will be provided to inmates within fourteen (14) days of admission. This will include the proper use of a toothbrush and dental floss and preventative measures that an inmate can take against dental disease.
2. I .21 The medical staff will determine which inmates see the dentist and determine the level of dental service to be provided within the scope of allowable service (temporary filling, extraction, pain reduction, restoring teeth damaged while incarcerated in the Terrebonne Parish Criminal Justice Complex).
- 2.1.22 The doctor will establish and maintain medical records consistent with the Louisiana State laws, the Consent Decrees and good medical practices.
- 2.1.23 A system will be established and implemented to obtain inmate consent for treatment.
- 2.1.24 The doctor and/or Emergency medical technician will visit inmates in disciplinary detention at least daily.
- 2.1.25 The medical staff will assist custody staff by conducting searches of artificial devices and cast when requested to do so by Jail Supervisor. Body cavity searches will be done only by a hospital and/or by court order.
- 2.1.26 The medical staff will provide input into inmate classifications when requested to do so or they have information that would benefit the inmate and staff by a particular classification.
- 2.1.27 The medical staff will assist the food service staff in developing special therapeutic menus when requested.
- 2.1.28 The medical staff will provide health screening for all food service workers including inmates and determine their medical eligibility to work in the food service area.

- 2.1.29 The doctor will advise jail staff on proper cleaning or disposal of contaminated clothing and bedding and cleaning of contaminated areas.
- 2.1.30 The doctor and medical staff will adhere to the Terrebonne Parish Policy and Procedures.
- 2.1.31 The doctor is the jail health authority and will establish written protocol for working with all other jail health service providers. This will be done within seventy-five (75) days of contract award.
- 2.1.32 When requested, the medical staff will provide input into the design of the medical area for the new jail.
- 2.1.33 All medical supplies, medications, dressings, or other expendable items shall be furnished by the TPCJC Warden in a manner consistent with standard procurement procedures.
- 2.1.34 The medical staff/ Emergency medical technician /nurse will be employed by the Terrebonne Parish Consolidated Government but will be supervised by the Jail doctor in all medical matters.

2.2 Additional professional services related to this Agreement will be performed by Jail Physician on request of TPCG for an additional professional fee as the parties may subsequently agree in writing.

### **III. RESPONSIBILITIES OF TPCG**

3.1 TPCG shall provide all criteria and full information as to TPCG's requirements and designate a person with authority to act on the TPCG's behalf on all matters concerning this Agreement;

3.2 TPCG shall furnish to Jail Physician all existing studies, reports and other available data and services of others pertinent to this Agreement and obtain additional reports and data as required; and Jail Physician shall be entitled to rely upon all such information and services in performing services hereunder.

3.3 TPCG shall provide typist services for all policies, manuals, and various protocols that may be required hereunder.

### **IV. TERM**

4.1 Jail Physician shall begin performance of service hereunder on May 1, 2024, and shall continue such service for thirty-six (36) months thereafter and ending on April 30, 2027w.

4.2 Should Jail Physician be unable to perform the duties required of him hereunder due to absence or illness, he may designate a licensed and fully qualified medical doctor to perform in his stead. Said designation must be approved by TPCG.

4.2.1 The responsibilities of the physician-designee shall be the same as the Jail Physician as outlined in this contract for professional services, and said duties and responsibilities are, and shall be, binding on the physician-designee.



4.2.2 Likewise, the TPCG's responsibilities to the physician-designee shall be as delineated in this contract for professional services. Payment for services rendered and expenses incurred by physician-designee shall be based on the same rate, terms, and conditions that apply to the Jail Physician as outlined in the "Payment" section of this Agreement.

4.2.3 The services of the physician-designee may be terminated at any time by TPCG.

## **V. PAYMENT**

5.1 TPCG shall pay Jail Physician or physician-designee for services rendered hereunder at the rate of EIGHTY-FIVE THOUSAND AND NO/100 (\$85,000.00) DOLLARS per year, payable in monthly installments in the amount of SEVEN THOUSAND EIGHTY-THREE AND NO/100 (\$7,083.00) DOLLARS per month.

5.2 Additionally, Jail Physician shall be reimbursed travel expenses for travel directed by TPCG, hereinafter referred to as "Reimbursable Expenses."

5.3 Jail Physician shall submit monthly itemized statements of services rendered and reimbursable expenses.

5.4 Should Jail Physician fail to perform any item or items included in this Agreement, the monthly payment will be reduced by an amount proportional to the number of items not in compliance. As an example, if 5 of 34 items are not in compliance, the monthly payment will be reduced by fifteen percent (15%). Non-compliance shall be based on performance during the period of an invoice.

5.5 TPCG generally employs an emergency medical technician or nurse to work alongside the Jail Physician. However, should Jail Physician find it necessary to provide a replacement Emergency medical technician due to the absence or annual leave of the Emergency medical technician employed by the TPCG, Jail Physician shall supply a replacement medical assistant, subject to TPCG's approval, and submit a statement listing charges incurred for the same. Said charges shall be considered reimbursable expenses and prompt payment of same shall be made by the Terrebonne Parish Consolidated Government. Said Charges shall not exceed \$100.00 per day.

## **VI. INDEBNIFICATION**

6.1 TPCG shall defend, indemnify, and hold harmless Jail Physician should he be named as a defendant in a civil lawsuit or other civil legal proceeding seeking damages due to injuries or death and/or any other type of relief if the lawsuit or other legal proceeding arises out of or in connection with Jail Physician's official functions and activities on behalf of the TPCG as Jail Physician.

6.2 Except as otherwise indicated herein, this Agreement shall be governed in accordance with Title 15 Section 703 of the Louisiana Revised Statutes.

## **VII. TERMINATION**

7.1. TERMINATION OF THIS AGREEMENT

7.1.1. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other to comply with the terms and conditions of this Agreement, provided that the terminating party shall give the breaching party provide the other written notice specifying its failure and a reasonable opportunity to cure the defect.

7.1.2. The obligation to provide further services under this Agreement may be terminated without cause in full or in part by TPCG within thirty (30) days written notice to Jail Physician. In the event of any termination or partial termination, Jail Physician will be paid for all services rendered and reimbursable expenses to the date of termination or partial termination.

## 7.2 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this Agreement, this agreement may be terminated by the TPCG giving notice to Jail Physician of such facts and TPCG's intention to terminate its financial obligation.

## 7.3 SURVIVING TERMS

In the event this Agreement is terminated for any reason, whatsoever, Articles V, VI, IX, X, XII, XIII, XIV, and XVI, and Sections 18.3, 18.8, and 18.9 of Article of this Agreement shall survive termination.

## **VIII. PHYSICIAN'S LOG**

8.1 Jail Physician shall maintain a daily written log detailing his time spent performing his services hereunder, including visits to the Jail, examination and treatment of prisoners, and other services. This log is to be turned in by Jail Physician to the appropriate official of the TPCG each month, along with monthly statements for services rendered.

## **IX. LITIGATION**

9.1 The Jail Physician acknowledges and has been informed by TPCG that individuals, including inmates, prior inmates, and those who are temporarily placed in the custody of the Terrebonne Parish Criminal Justice Complex, have in the past filed and may in the future file lawsuits in state or federal court against the Jail Physician, medical staff, the warden, the correctional officers and anyone associated with the Terrebonne Parish Criminal Justice Complex.

9.2 The Jail Physician acknowledges that these lawsuits may be served on the Jail Physician or the medical staff by various means including service by a U.S. Marshall, Sheriff, or Deputy, private process service, .or through the United States Mail. Upon receipt of any lawsuit or document that appears to be a lawsuit or complaint, the Jail Physician and the medical staff agree to immediately contact and forward any documents received to TPCG and its Parish Attorney.

9.3 Jail Physician acknowledges that claims and lawsuits are time sensitive, and liability may be cast against parties in the absence of timely responses. Notwithstanding any indemnity obligations owed by TPCG hereunder, TPCG's indemnification and defense obligations shall not extend to the actions or omissions of the Jail Physician hereunder if Jail Physician fails to

provide TPCG with timely notice of lawsuits and/or claims, and same results in default judgments or other final judgments against TPCG or Jail Physician.

#### **X. ENTIRE AGREEMENT/AMENDMENT**

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

10.2 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement and Exhibit A may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

#### **XI. COMPLIANCE WITH LAWS**

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

#### **XII. SEVERABILITY**

12.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

#### **XIII. FINANCIAL DISCLOSURE**

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

#### **XIV. AUDIT CLAUSE**

14.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Jail Physician which relate to this Agreement, upon request.

## **XV. NON-COLLUSION AFFIDAVIT**

15.1 In accordance with La. R.S. 38:2224, Jail Physician declares that it has provided TPCG with a fully executed Non-Collusion Affidavit, and same is attached hereto at Exhibits B and C, and incorporated and made a part of this Contract.

## **XVI. DEFAULT**

16.1 In the event of default by either party, the aggrieved party shall have, in addition to any remedies specifically provided for this Agreement, all rights granted by the general laws of the State of Louisiana.

16.2 If either party defaults on this Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the aggrieved party.

## **XVII. NOTICES**

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

17.1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

17.1.2 HAYDEL FANCILY PRACTICE, (A Professional Medical Corporation)  
Attn: Richard M. Haydel, M.D. and Scott A. Haydel, M.D.  
502 Barrow Street  
Houma, LA 70360

## **XVIII. OTHER TERMS AND CONDITIONS**

### **18.1 FORCE MAJEURE**

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

### **18.2 NO WAIVER**

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

### **18.3 NON-ASSIGNMENT**

Jail Physician shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the TPCG. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

### **18.4 RELATIONSHIP BETWEEN THE PARTIES**

Jail Physician is engaged by TPCG for the purposes set forth in this Agreement. The relationship between the Jail Physician and the TPCG shall be, and only be, that of an independent contractor and the Jail Physician shall not be construed to be an employee, agent, partner of, or in joint venture with TPCG. TPCG and Jail Physician, and their respective partners, successors, executors, administrators, agents, assigns and legal representatives of each are bound by this Agreement to the other party in respect of all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any right or benefit hereunder to anyone other than TPCG and Jail Physician.

### **18.5 ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE**

TPCG and Jail Physician expressly agree that Jail Physician is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to Jail Physician or to anyone employed by Jail Physician for any benefits or •coverage as provided by the Workers' Compensation Law of the State of Louisiana.

### **18.6 ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPANSATION COVERAGE**

TPCG and Jail Physician expressly declare and acknowledge that Jail Physician is an independent contractor and, as such, is being engaged by TPCG under this Agreement as noted and defined in La. R.S. 23 : 1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

18.6.1 Jail Physician has been and will be free from any control or direction by the TPCG over the performance of the services covered by this Agreement;

18.6.2 The services to be rendered by Jail Physician are outside the normal course and scope of TPCG's usual business; and

18.6.3 Jail Physician is customarily engaged in an independently established trade, occupation, profession, or business.

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

### **18.7 EMPLOYMENT OF TPCG PERSONNEL**

Jail Physician certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of TPCG.

## **18.8 GOVERNING LAW**

The validity, interpretation, and performance of this Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

## **18.9 CLAIMS OR CONTROVERSIES**

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-S Judicial District Court, Parish of Terrebonne, State of Louisiana.

## **18.10 CODE OF ETHICS**

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

## **18.11 COVENANT AGAINST CONTINGENT FEES**

Jail Physician warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Jail Physician, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Jail Physician any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TPCG shall have the right to annul this Agreement without liability or, in TPCG' s discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **18.12 AUTHORITY OF SIGNORS**

Both parties represent and warrant that the signors hereto are fully authorized to execute and sign this Agreement on its behalf and a copy evidencing such authority is attached hereto at execution. The parties agree that this agreement is retroactive effective May 1, 2024.

**XIX. SIGNATURES OF THE PARTIES**

**19.1 THUS DONE AND SIGNED** on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

**WITNESSES:** **TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

\_\_\_\_\_  
**BY:**  
\_\_\_\_\_  
**JASON W. BERGERON  
PARISH PRESIDENT**

\_\_\_\_\_  
  
\_\_\_\_\_  
**Notary Public**

**19.2 THUS DONE AND SIGNED** on this \_\_\_\_ day of \_\_\_\_\_ 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

**WITNESSES:** **JAIL PHYSICIAN:  
HAYDEL FAMILY PRACTICE  
(A Professional Medical Corporation)**

\_\_\_\_\_  
**BY:**\_\_\_\_\_  
**RICHARD M. HAYDEL, M.D.  
PRESIDENT**

\_\_\_\_\_  
**BY:**\_\_\_\_\_  
**SCOTT A. HAYDEL, M.D.  
VICE- PRESIDENT**

\_\_\_\_\_  
**Notary Public**



Monday, April 22, 2024

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**Item Title:**

Service Agreement between TPCG and Otis Elevator Company

**Item Summary:**

**RESOLUTION:** To Authorize Parish Administration to Enter Into a Services Agreement on Behalf of the Terrebonne Parish Consolidated Government (TPCG) with Otis Elevator Company for the Maintenance of the Elevators at 7910 W Main Street, Houma, LA

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/18/2024	Executive Summary
Resolution	4/18/2024	Resolution
Contract	4/18/2024	Backup Material





## EXECUTIVE SUMMARY

### PROJECT TITLE

**RESOLUTION:** To Authorize Parish Administration to Enter Into a Services Agreement on Behalf of the Terrebonne Parish Consolidated Government (TPCG) with Otis Elevator Company for the Maintenance of the Elevators at 7910 W Main Street, Houma, LA

### PROJECT SUMMARY (200 WORDS OR LESS)

TPCG wishes to enter into an agreement with Otis Elevator Company for continued maintenance on its elevators in one of its buildings, located at 7910 W Main Street, Houma, LA 70360.

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

TPCG is in need of continued maintenance on its elevators in one of its buildings, located at 7910 W Main Street, Houma, LA 70360.

### TOTAL EXPENDITURE

\$12,840.00

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

ACTUAL

ESTIMATED

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

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

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

PARISHWIDE    1    2    3    4    5    6    7    8    9

  
Noah J. Lirette, Chief Administrative Officer

4/18/24  
Date

**OFFERED BY:** \_\_\_\_\_  
**SECONDED BY:** \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

A RESOLUTION TO AUTHORIZE PARISH ADMINISTRATION TO ENTER INTO A SERVICES AGREEMENT ON BEHALF OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”) WITH OTIS ELEVATOR COMPANY FOR THE MAINTENANCE OF THE ELEVATORS AT 7910 W MAIN STREET, HOUMA, LA. 70360

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

**WHEREAS**, TPCG is authorized by its Home Rule Charter to pass all resolutions and/or ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish; and

**WHEREAS**, TPCG is in need of continued maintenance on its elevators in one of its buildings, located at 7910 W Main Street, Houma La 70360; and

**WHEREAS**, TPCG wishes to enter into an agreement with Otis Elevator Company for continued maintenance on its elevators in one of its buildings, located at 7910 W Main Street, Houma La 70360

**SECTION I**

**BE IT RESOLVED** by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to enter into a Services Agreement with Otis Elevator Company for maintenance for its elevators in one of its buildings, located at 7910 W Main Street, Houma La 70360, in substantially the same form as the IGA attached hereto, subject to changes by the legal department.

**SECTION II**

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

**SECTION III**

This resolution 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 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

# Signature Contract



**Signature  
Service**

## ACCOUNT NAME &

Terrebonne Parish Consolidated  
Governmen

## ADDRESS

7910 Main Street  
Houma, LA 70360

## CUSTOMER NAME & CONTACT INFO

David Drury  
(985) 873-6850  
ddrury@tpcg.org

## CONTRACT SUMMARY



### MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



### RELIABILITY & RESPONSIVENESS

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



### COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



### SAFETY & ENVIRONMENT

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



### SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



### PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

## COVERAGE TERMS

**Price : \$1,070.00 per month, payable annually in advance**  
**Duration : five (5) year(s)**

## DELIVERING THE PROMISE

*We look forward to delighting you with world class service.*

**Otis Elevator Company**  
**M: (504) 234-4013**

9202 MAMMOTH AVE  
BATON ROUGE, LA 70814  
**otis.com**

**For emergencies:**  
**OTISLINE® Customer Care 800.233.6847**

**OTIS**  
Confidential

# Otis Maintenance

4/4/2024

**CUSTOMER NAME**

Terrebonne Parish Consolidated Governmen  
7910 Main Street  
Houma, LA 70360

**OTIS ELEVATOR COMPANY**

9202 MAMMOTH AVE  
BATON ROUGE, LA 70814

**PROJECT LOCATION**

TPCG/HWB  
7910 MAIN ST  
HOUMA, LA 70360

**PROPOSAL NUMBER**

QTE-001880353

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

## EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Other	Independent	D/W	G15710
2	Geared	OTIS	LOBBY 2 *TAC*, LOBBY 1 *TAC*	F78197, F78196

## CONTRACT PRICE

The contract gross price is one thousand seventy dollars (\$1,070.00) per month, payable annually in advance.

If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

## TERM & RENEWAL

The Commencement Date will be 11/28/2023. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive five (5) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

## PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

## INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

## AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

## PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

## OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

## MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices,

computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace wire ropes or coated steel belts as often as in our discretion deemed necessary to maintain an appropriate factor of safety. As conditions, usage, or the ASME A17.1 Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring. No service other than that specifically stated as covered is included or intended.

## **PARTS COVERAGE**

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

## **PARTS INVENTORY**

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

## **QUALITY CONTROL**

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

## **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

## **REPORTS – CUSTOMER PORTAL**

We will use the OMMS™ program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

## **SAFETY**

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **SAFETY TEST – OTHER**

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **SAFETY TESTS – TRACTION ELEVATORS**

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

## **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. We will test the firefighters' service keyswitch on the frequencies indicated below:

<b>Unit</b>	<b>Firefighters' Service Test Frequency</b>
G15710	Not Included
F78197	Monthly
F78196	Monthly

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

## **24 – HOUR DISPATCHING**

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

## **NORMAL HOURS**



All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

## **OVERTIME SERVICE REQUESTS**

Service requests outside of regular working hours will be billed at standard overtime rates.

## **SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

### **Non-Appropriation of Funds Clause:**

In the event TPCG ("Customer") fails to appropriate adequate funding for any fiscal year, the Elevator Maintenance Contract Number QTE-001848605, dated 2/29/2024, will be deemed suspended from maintenance service for that particular year. Customer will provide Otis with ninety (90) days prior written notice of such suspension. It is understood and agreed by the parties that suspension of the Maintenance Contract is only a suspension of services and not a termination under the terms of the Maintenance Contract. When Customer is able to appropriate adequate funding, the Maintenance Contract will be reinstated in accordance with its terms and conditions.

### **Surviving Terms:**

In the event this Contract expires or is terminated for any reason, whatsoever, Contractor's obligations regarding records ownership, audits, and indemnification shall survive. Insurance requirements shall also survive termination or expiration to cover Contractor's indemnification obligations under this Contract.

## **INSURANCE PROVISIONS**

General Liability and Automobile Liability Coverage (Blanket endorsement will be provided)

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

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and commissions or volunteers.

The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees, and volunteers for losses arising from work performed by Contractor for TPCG.

## Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for TPCG.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

The imposition of such remedies shall not be construed as a waiver of any legal remedies the Owner may have as to any subsequent breach of service under this Contract. The venue for any suit shall be filed in the 32nd Judicial District Court, Terrebonne Parish, Louisiana.

## VISIT FREQUENCY

Otis will visit the building to perform planned, scheduled work at the frequency identified below:

Unit Number	Customer Designation	Visit Frequency
G15710	D/W	Monthly
F78197	LOBBY 2 *TAC*	Monthly
F78196	LOBBY 1 *TAC*	Monthly

## EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or

other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

## UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

## OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

## QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

## MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

## **ACCESS**

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

## **ENVIRONMENTAL PROTECTION**

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

## **MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS**

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

## **INSTRUCTIONS / WARNINGS**

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

## **LOCK OUT / TAG OUT ("LOTO")**

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

## **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

## **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

## **RESPONSIBILITY FOR THE UNITS**

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## **APPLICABLE CODE AND VIOLATIONS**

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you its initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

## **THIRD PARTY INTERFACE**

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

## **ELECTRICAL AND LIGHTING REQUIREMENTS**

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

## **ACCIDENT**

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

## **ENTRAPMENT**

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

## **ALTERATIONS**

You agree not to permit others to make alterations, additions, adjustments, or repairs to the equipment without first notifying us.

## **TELEPHONE**

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

## **PRIVACY**

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in



connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

### **PURCHASE ORDERS**

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

### **MATERIAL BREACH BY CUSTOMER**

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

### **TERMINATION FOR CUSTOMER'S BREACH**

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis'

experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

### **TERMINATION FOR BREACH BY US**

You may by written notice to Otis, terminate the Contract if Otis materially fails to perform any of our substantive obligations under the Contract, and does not cure such failure within ninety (90) days after receipt of such written notice from you specifying in detail such failure. In the event of a material uncured breach of our obligations hereunder, your remedy will be limited to the amount of payments actually made in accordance with this Contract during the twelve (12) months prior to such breach.

### **NOTICE OF TRANSFER OF INTEREST IN PROPERTY**

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations. You agree to undertake best efforts to assign the contract to the new owner or successor of the building.

### **FORCE MAJEURE**

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

### **LIMITATION ON DAMAGES**

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

### **INDEMNITY**

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

### **INSURANCE**

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

### **CERTIFICATES**

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

### **THIRD PARTIES**

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

### **CONFIDENTIALITY**

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

### **ENTIRE CONTRACT**

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

### **OUT OF SCOPE SERVICES**

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

### **AMENDMENT**

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.





**SUBMITTED BY:** Francois Camenzuli  
**TITLE:** Sr Manager & GM, New Orleans  
**E-MAIL:** Francois.Camenzuli@otis.com

Accepted in Duplicate

Terrebonne Parish Consolidated Governmen

Otis Elevator Company

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Francois Camenzuli

Title: \_\_\_\_\_

Title: Sr Manager & GM, New Orleans

Email: \_\_\_\_\_

Email: Francois.Camenzuli@otis.com

Company Name: Terrebonne Parish  
Consolidated Governmen

☐ Principal, Owner or Authorized Representative of  
Principal or Owner

☐ Agent \_\_\_\_\_



BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Terrebonne Parish Consolidated Government	Name:
Address: 8026 Main Street	Phone Number:
Address 2: Suite 300	Email:
City: Houma	Email Address for Invoice Delivery:
State: Louisiana	Email Address for Statement Delivery (if different from above):
Zip Code: 70360	

**TAX STATUS**

Are you tax exempt? (Check one)

Yes

No

--	--

If yes, please provide tax exempt certificate

**PURCHASE ORDER & WORK ORDER REQUIREMENTS**

**Contractual Services**

Yes

No

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

--	--

If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

Purchase Order Renewal  
Frequency (Check one)

Monthly

Quarterly

Annual

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### NON-CONTRACTUAL SERVICES

Yes

No

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

--	--

If providing a blanket PO, please provide PO# and value:

PO#

Value

--	--

### WORK ORDER MANAGEMENT

Yes

No

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

---

### CERTIFICATE OF INSURANCE

Yes

No

Do you require a certificate of insurance?

--	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

---

Certificate Holder Address:

---

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

---

Yes

No

Do you require upload of your certificate to a third party site?

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If yes, please provide site name:

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Monday, April 22, 2024

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**Item Title:**

Ordinance to declare surplus items with a value of \$5,000 or more

**Item Summary:**

Consider the introduction of an ordinance declaring (1) vehicle from Houma Police Department as surplus and authorizing said item to be disposed of by any legally approved methods and calling a public hearing on Wednesday, May 15, 2024, at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/17/2024	Executive Summary
Ordinance	4/17/2024	Ordinance
Backup Material	4/17/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

ORDINANCE: Declaring (1) vehicle from Houma Police Department having a value greater than \$5,000, as surplus.

### PROJECT SUMMARY (200 WORDS OR LESS)

Declaring (1) vehicle from Houma Police Department with a value greater than \$5,000 as surplus and to acquire authorization to dispose of items through legally approved methods.

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

To legally dispose of surplus / obsolete equipment no longer needed by departments/divisions. To generate revenue, provide donations to nonprofit organizations, recycle when applicable, and dispose of damaged equipment.

### TOTAL EXPENDITURE

Anticipated Revenue: \$11,995.00

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

ACTUAL

ESTIMATED

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

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

N/A

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

PARISHWIDE

1

2

3

4

5

6

7

8

9

A handwritten signature in cursive script that reads "Sharon Ellis".

Sharon Ellis, Purchasing Manager

April 17, 2024

Date

ORDINANCE NO: \_\_\_\_\_

An Ordinance to declare equipment with a value of Five Thousand Dollars (\$5,000.00) or greater from Houma Police Department as described in the attached Exhibit "A" as surplus and authorize said item to be disposed of by public bid, negotiated sale, junking, or any other legally approved method.

SECTION I

WHEREAS, the movable properties listed in the attached Exhibit "A" each have a value of \$5,000.00 or greater as indicated by the value set out next to the item; and

SECTION II

NOW THEREFORE BE IT ORDAINED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby declare the movable property listed in the attached Exhibit "A" as surplus and that the Parish Administration is authorized to dispose of said items by public bid, negotiated sale, junking or any other legally approved method.

SECTION III

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

SECTION IV

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the ordinance adopted this \_\_\_\_\_th day of \_\_\_\_\_, 2024.

**Exhibit “A”**  
**Surplus April, 2024**  
**(Value of \$5,000.00 or Greater)**

**Houma Police Department:**

1 – 2015 Dodge Challenger/ \$11,995.00

## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
HPD Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>1</u>	<u>1</u>	<u>0</u>	<u>JUNK</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2015 DODGE CHALLENGER, VIN# 2C3CDZAG5FH719965 , UNIT 334

VEHICLE TO BE TURNED OVER TO INSURANCEE COMPANY IN EXCHANGE FOR \$11,995.

ITEM IS LOCATED AT: \_\_\_\_\_

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

\_\_\_\_\_

ITEM IS LOCATED AT: \_\_\_\_\_

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

\_\_\_\_\_

ITEM IS LOCATED AT: \_\_\_\_\_

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

\_\_\_\_\_

ITEM IS LOCATED AT: \_\_\_\_\_

Contact Person \_\_\_\_\_

Authorized by Dept. Head: \_\_\_\_\_

Signature

Phone \_\_\_\_\_

Date

Fleet Maintenance Supervisor: \_\_\_\_\_

(Vehicles/Heavy Equipment Only)

Signature

Date





Monday, April 22, 2024

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**Item Title:**

2024 Various Items for Budget Amendment

**Item Summary:**

Consider the introduction of an ordinance to amend the 2024 Adopted Operating Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

- I. Utilities-Electric Distribution, \$350,000
  - II. Dedicated Emergency Fund, \$2,648,949
  - III. Dedicated Emergency Fund, \$6,525,690
  - IV. Dedicated Emergency Fund, \$757,000
  - V. Drainage, \$2,000
- and calling a public hearing on said matter on Wednesday, May 15, 2024, at 6:30 pm

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2024 Various Items for Budget Amendment	4/18/2024	Executive Summary
2024 Various Items for Budget Amendment	4/18/2024	Budget Amendment
2024 Various Items for Budget Amendment	4/18/2024	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 OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.  <div><div>I.</div><div>Utilities-Electric Distribution, \$350,000</div></div> <div><div>II.</div><div>Dedicated Emergency Fund, \$2,648,949</div></div> <div><div>III.</div><div>Dedicated Emergency Fund, \$6,525,690</div></div> <div><div>IV.</div><div>Dedicated Emergency Fund, \$757,000</div></div> <div><div>V.</div><div>Drainage, \$2,000</div></div>

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

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

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

/s/ Kayla Dupre  
Signature

April 18, 2024  
Date

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

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

- I. Utilities-Electric Distribution, \$350,000
- II. Dedicated Emergency Fund, \$2,648,949
- III. Dedicated Emergency Fund, \$6,525,690
- IV. Dedicated Emergency Fund, \$757,000
- V. Drainage, \$2,000

#### SECTION I

WHEREAS, Administration is requesting funding for various street light repairs in the amount of \$350,000, and

WHEREAS, the funding source is from the Utilities Department fund balance.

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 Utilities Department. (Attachment A)

#### SECTION II

WHEREAS, Terrebonne Parish Consolidated Government received an additional \$2,648,949 in 2024 from FEMA for Hurricane Ida expenses, and

WHEREAS, these funds will be placed into the Dedicated Emergency Fund to reimburse the Parish for hurricane expenses.

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 Dedicated Emergency Fund. (Attachment B)

#### SECTION III

WHEREAS, Administration is requesting funding of \$6,525,690 for the Dedicated Emergency Fund expenses from Hurricane Ida, and

WHEREAS, the funding is from the Dedicated Emergency Fund, fund balance.

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 Emergency Fund expenses. (Attachment C)

#### SECTION IV

WHEREAS, Administration is requesting funding of \$757,000 for the interest payment and agent fees of the Hurricane Recovery Revenue bonds, and

WHEREAS, the funding is from the Dedicated Emergency Fund, 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 interest payment for the Hurricane Recovery Revenue bonds. (Attachment D)

## SECTION V

WHEREAS, the Drainage Department received \$2,000 reimbursement for damages that occurred to a grate-screw gate, and

WHEREAS, this reimbursement needs to be reflected in the Contractor's Repairs account.

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 Drainage Department. (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 – I  
Date Prepared: 4/17/24 BA #9

**ATTACHMENT A - Utilities**

	2024		
	Adopted	Change	Amended
Street Light Repairs	250,000	350,000	600,000
Net Position (Decrease)	n/a	(350,000)	n/a

**ATTACHMENT B - Dedicated Emergency Fund**

	2024		
	Adopted	Change	Amended
FEMA Reimbursement		(36,369)	(36,369)
Hurr Ida-FEMA Reimbursement		(2,612,580)	(2,612,580)
Fund Blance (increase)	n/a	2,648,949	n/a

**ATTACHMENT C - Dedicated Emergency Fund**

	2024		
	Adopted	Change	Amended
Transfer to Emergency Event Fund		6,525,690	6,525,690
Fund Balance (decrease)	n/a	(6,525,690)	n/a
Transfer from Dedicated Emergency Fund		(6,525,690)	(6,525,690)
Accounting		663,544	663,544
Planning		65,537	65,537
Government Buildings		1,030,427	1,030,427
Civic Center		610,033	610,033
Houma Fire Department		176,466	176,466
Engineering		7,706	7,706
Fleet Maintenance		44,812	44,812
Road & Bridge		254,013	254,013
Sewerage		268,876	268,876
Sanitation		210,566	210,566
Library		229,785	229,785
Housing & Human Services		227,852	227,852
Transit		52,973	52,973
Electric Generation		2,066,125	2,066,125
Electric Distribution		616,867	616,867
Office of Emergency Preparedness		108	108

**ATTACHMENT D - Dedicated Emergency Fund**

	2024		
	Adopted	Change	Amended
Interest on Bond	-	755,000	755,000
Other Fees	-	2,000	2,000
Fund Balance (decrease)	n/a	(757,000)	n/a

**ATTACHMENT E - Drainage**

	2024		
	Adopted	Change	Amended
Compensation Property Damage	-	(2,000)	(2,000)
Contractor's Repairs	1,000,000	2,000	1,002,000

## Kayla Dupre

**From:** Ernest Brown  
**Sent:** Friday, April 12, 2024 2:24 PM  
**To:** Karen Domingue  
**Cc:** Kayla Dupre  
**Subject:** RE: Budget Amendment for Linetec

Approved

**From:** Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Sent:** Friday, April 12, 2024 1:07 PM  
**To:** Ernest Brown <[ebrown@tpcg.org](mailto:ebrown@tpcg.org)>  
**Cc:** Kayla Dupre <[kdupre@tpcg.org](mailto:kdupre@tpcg.org)>  
**Subject:** Budget Amendment for Linetec

Ernest,

Please send approval to Kayla Dupre for a budget amendment to add \$350,000 to account number 301-803-8433-02 taken from fund balance to cover the Linetec Invoices for after Hurricane Ida to repair street lights throughout various areas.

We need your approval sent today to be added to the Council for next week.

This will ensure the invoices can be processed in a timely manner once budget amendment is approved.

Thank you kindly and have a great day,

Karen Domingue  
Office Manager  
Terrebonne Parish Consolidated Government  
[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)  
Phone: (985) 873-6755  
Fax: (985) 873-6770



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**From:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>  
**Sent:** Friday, April 12, 2024 10:09 AM

**To:** Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Cc:** Ernest Brown <[ebrown@tpcg.org](mailto:ebrown@tpcg.org)>; Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>  
**Subject:** RE: Hurricane Ida Street Light Invoices

Yes, ma'am you need to process these invoices using the account number used for Linetec.

These invoices are not hurricane reimbursable.

Thanks,

*Felicia Aubert*

Contract Accountant  
Terrebonne Parish Consolidated Government  
8026 Main Street  
Houma, LA 70360  
985-873-6733 email: [faubert@tpcg.org](mailto:faubert@tpcg.org)

---

**From:** Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Sent:** Tuesday, April 9, 2024 2:22 PM  
**To:** Jason Broussard <[jbroussard@royalengineering.net](mailto:jbroussard@royalengineering.net)>; Taylor Haley <[thaley@royalengineering.net](mailto:thaley@royalengineering.net)>  
**Cc:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>  
**Subject:** RE: Hurricane Ida Street Light Invoices

So, do I key them in to get paid (If so, what account number do I use) or send them to Felicia for processing?

Please advise.

Thank you kindly and have a great day,

Karen Domingue  
Office Manager  
Terrebonne Parish Consolidated Government  
[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)  
Phone: (985) 873-6755  
Fax: (985) 873-6770



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**From:** Jason Broussard <[jbroussard@royalengineering.net](mailto:jbroussard@royalengineering.net)>  
**Sent:** Tuesday, April 9, 2024 1:39 PM  
**To:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>; Taylor Haley <[thaley@royalengineering.net](mailto:thaley@royalengineering.net)>  
**Cc:** Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Subject:** RE: Hurricane Ida Street Light Invoices

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

Ms. Felecia,

This was not part of any of the streetlight work that was procured to either All Star or EP Breaux. I do remember having some conversations about it way back when though. There were a couple of things that did not align with line-tec contract in place at that time such as the contract in place was for electric transmission and distribution (not streetlights), and the rates on these invoices are billed at the emergency rates (even though this work took place ~8-10 months after the storm). However, we can try to capture this work and invoices as a version request to the streetlights project we already have in place, but not sure what the outcome will be as this will be a process and may take some time to not only get all of this in but will also take time for the FEMA reviews and that whole process it takes to go through. If the parish had ordered, called for, and approved for the work to be performed, that will be up to the parish to decide on paying the invoices as they are now. I'm just saying that from our standpoint, it might be a while before we could say that the cost (either fully or partial) would be reimbursed because we don't necessarily know that until we go through the whole process. I will say that there will be more detailed information that will be asked for from Lintec or the parish as to the exact locations where the lights were changed with GPS & address which is what we did for the procured contract to All Star and EP Breaux. We know that it was important for the parish to get the streetlights back on and you guys had to use what you had in place to get that done. We will just have to put this through the process, submit information as it is requested by FEMA, write up narratives/justifications, etc.

Let me know if you have any further questions.



**JASON BROUSSARD** | Senior Project Manager  
Royal Engineers & Consultants  
1231 Camellia Blvd., Lafayette, LA 70508  
C (337) 247-8871 | F (337) 456-5356 | [jbroussard@royalengineering.net](mailto:jbroussard@royalengineering.net)  
[www.royalengineering.net](http://www.royalengineering.net) | [linkedin](#)

**From:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>  
**Sent:** Tuesday, April 9, 2024 11:44 AM  
**To:** Taylor Haley <[thaley@royalengineering.net](mailto:thaley@royalengineering.net)>  
**Cc:** Jason Broussard <[jbroussard@royalengineering.net](mailto:jbroussard@royalengineering.net)>; Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Subject:** FW: Hurricane Ida Street Light Invoices

**CAUTION:** This email originated from outside of the organization.



Will the attached invoices have to be approved by Royal, as per Karen they are ready to pay. Please advise us on the process.

Thanks,

*Felicia Aubert*

Contract Accountant  
Terrebonne Parish Consolidated Government  
8026 Main Street  
Houma, LA 70360  
985-873-6733 email: [faubert@tpcg.org](mailto:faubert@tpcg.org)

**From:** Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Sent:** Tuesday, April 9, 2024 11:30 AM  
**To:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>  
**Subject:** FW: Hurricane Ida Street Light Invoices

Felicia,

All these invoices are signed and ready to process for Hurricane Ida.

Do I send them to you for keying into the AS400?

Thank you kindly and have a great day,

Karen Domingue  
Office Manager  
Terrebonne Parish Consolidated Government  
[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)  
Phone: (985) 873-6755  
Fax: (985) 873-6770



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**From:** Karen Domingue  
**Sent:** Tuesday, April 9, 2024 11:04 AM  
**To:** Gary Lapeyrouse <[glapeyrouse@ltspower.com](mailto:glapeyrouse@ltspower.com)>; 'Brandt Bilbo' <[bbilbo@ltspower.com](mailto:bbilbo@ltspower.com)>; Kay Buckley <[kbuckley@ltspower.com](mailto:kbuckley@ltspower.com)>; Roy Harrington <[rharrington@ltspower.com](mailto:rharrington@ltspower.com)>  
**Cc:** Robert Savoie <[rbsavoie@tpcg.org](mailto:rbsavoie@tpcg.org)>  
**Subject:** FW: Hurricane Ida Street Light Invoices

We have sent these invoices to Finance to be processed.

Thank you kindly and have a great day,

Karen Domingue  
Office Manager  
Terrebonne Parish Consolidated Government  
[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)  
Phone: (985) 873-6755  
Fax: (985) 873-6770



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**From:** Karen Domingue  
**Sent:** Tuesday, April 9, 2024 9:39 AM  
**To:** Robert Savoie <[rbsavoie@tpcg.org](mailto:rbsavoie@tpcg.org)>  
**Subject:** FW: Hurricane Ida Street Light Invoices

PLEASE ADVISE

Thank you kindly and have a great day,

Karen Domingue  
Office Manager  
Terrebonne Parish Consolidated Government  
[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)  
Phone: (985) 873-6755  
Fax: (985) 873-6770

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**From:** Gary Lapeyrouse <[glapeyrouse@ltspower.com](mailto:glapeyrouse@ltspower.com)>  
**Sent:** Tuesday, April 9, 2024 8:40 AM  
**To:** Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>; Robert Savoie <[rbsavoie@tpcg.org](mailto:rbsavoie@tpcg.org)>  
**Cc:** Brandt Bilbo <[bbilbo@ltspower.com](mailto:bbilbo@ltspower.com)>; Kay Buckley <[kbuckley@ltspower.com](mailto:kbuckley@ltspower.com)>; Roy Harrington <[rharrington@ltspower.com](mailto:rharrington@ltspower.com)>  
**Subject:** FW: Hurricane Ida Street Light Invoices

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

Good morning folks,

Can I get an update on where these stand as for as payment goes? I need to update our management team tomorrow morning. Thanks!

*Gary Lapeyrouse*  
*(985) 226-4817 - Cell*

**From:** Kay Buckley <[kbuckley@ltspower.com](mailto:kbuckley@ltspower.com)>  
**Sent:** Thursday, March 28, 2024 1:58 PM  
**To:** Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Cc:** Gary Lapeyrouse <[glapeyrouse@ltspower.com](mailto:glapeyrouse@ltspower.com)>; Brandt Bilbo <[bbilbo@ltspower.com](mailto:bbilbo@ltspower.com)>; [rbsavoie@tpcg.org](mailto:rbsavoie@tpcg.org)  
**Subject:** Hurricane Ida Street Light Invoices

Karen,  
Please see the attached invoices for payment.

Thank you,

**Kay Buckley**

Billing Specialist

LineTec Services, LLC | PO Box 13650 | Alexandria, La. 71315

318-308-5376

[kbuckley@LTSPower.com](mailto:kbuckley@LTSPower.com)



**From:** Gary Lapeyrouse <[glapeyrouse@ltspower.com](mailto:glapeyrouse@ltspower.com)>  
**Sent:** Thursday, March 28, 2024 9:53 AM  
**To:** Kay Buckley <[kbuckley@ltspower.com](mailto:kbuckley@ltspower.com)>  
**Subject:** RE: [EXTERNAL]RE: City of Houma - Hurricane Ida Street Light work

[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org) = Karen Domingue is typically the person they want to receive them I believe.

*Gary Lapeyrouse  
(985) 226-4817 - Cell*

**From:** Kay Buckley <[kbuckley@ltspower.com](mailto:kbuckley@ltspower.com)>  
**Sent:** Thursday, March 28, 2024 9:03 AM  
**To:** Robert Savoie <[rbsavoie@tpcg.org](mailto:rbsavoie@tpcg.org)>  
**Cc:** Gary Lapeyrouse <[glapeyrouse@ltspower.com](mailto:glapeyrouse@ltspower.com)>; Brandt Bilbo <[bbilbo@ltspower.com](mailto:bbilbo@ltspower.com)>  
**Subject:** RE: [EXTERNAL]RE: City of Houma - Hurricane Ida Street Light work

Mr. Savoie,  
I am creating the invoices now.  
Do you want each week and crew as a separate invoice, crews combined for the week, or one total invoice for all of it?  
Also, are you the person I should send the invoices to for payment?

Thanks,

**Kay Buckley**

Billing Specialist  
LineTec Services, LLC | PO Box 13650 | Alexandria, La. 71315  
318-308-5376  
[kbuckley@LTSPower.com](mailto:kbuckley@LTSPower.com)

**From:** Robert Savoie <[rbsavoie@tpcg.org](mailto:rbsavoie@tpcg.org)>  
**Sent:** Wednesday, March 27, 2024 10:54 AM  
**To:** Gary Lapeyrouse <[glapeyrouse@ltspower.com](mailto:glapeyrouse@ltspower.com)>  
**Cc:** Brandt Bilbo <[bbilbo@ltspower.com](mailto:bbilbo@ltspower.com)>; Kay Buckley <[kbuckley@ltspower.com](mailto:kbuckley@ltspower.com)>; Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Subject:** [EXTERNAL]RE: City of Houma - Hurricane Ida Street Light work

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please contact the Centuri Service Desk if you have any questions.

Approved

Thanks

Robert Savoie  
Terrebonne Parish  
Electric Distribution Superintendent

Phone: 985-873-6756



**From:** Gary Lapeyrouse <[glapeyrouse@ltspower.com](mailto:glapeyrouse@ltspower.com)>  
**Sent:** Tuesday, March 12, 2024 3:31 PM  
**To:** Robert Savoie <[rbsavoie@tpcg.org](mailto:rbsavoie@tpcg.org)>  
**Cc:** Brandt Bilbo <[bbilbo@ltspower.com](mailto:bbilbo@ltspower.com)>; Kay Buckley <[kbuckley@ltspower.com](mailto:kbuckley@ltspower.com)>; Karen Domingue <[kdomingue@tpcg.org](mailto:kdomingue@tpcg.org)>  
**Subject:** City of Houma - Hurricane Ida Street Light work

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

Robert, as we discussed, these are the timesheets and promax sheets for each of the crews and weeks we worked for Ida on street lights. With your approval we would like to get this billed as soon as we can. Thanks! Please respond to all with "I Approve"

*Gary P. Lapeyrouse  
Superintendent, South Central Div.  
Line Tec Services LLC  
(985) 226-4817 - Cell*

This communication, including any attachments, may contain confidential and/or proprietary information (and, in some cases, information protected by either or both doctrines of attorney-client privilege and attorney work-product), and is intended only for the individual(s) or entity or entities to whom the communication is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you are not an intended recipient, please contact the sender by reply e-mail, and delete and destroy all copies of the original message. This communication, including any attachments, may contain confidential and/or proprietary information (and, in some cases, information protected by either or both doctrines of attorney-client privilege and attorney work-product), and is intended only for the individual(s) or entity or entities to whom the communication is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you are not an intended recipient, please contact the sender by reply e-mail, and delete and destroy all copies of the original message.

# Sections II, III, IV

2024

200-000-6318-01	FEMA Reimb	(36,369.31)	
200-000-6318-02	Hurr Ida-FEMA reimb	(2,612,579.70)	
200-000-6318-03	State CDL		
200-000-6912-00	Hurr Ida-Comp Property Damage		
200-199-8814-01	Interest on Bonds		755,000
200-199-8815-02	Bond Issuance Cost		
200-912-8422-20	Covid-19 Misc Expenses		
200-999-9102-90	transfer		9,532,256.00
		(2,648,949)	10,287,256
290-000-7102-00	transfer	(9,532,256)	
290-151-8349-01	Other Fees		663,544
290-154-8349-01	Other Fees		0
290-193-8349-01	Other Fees		65,537
290-194-8325-01	other Contracts & Rentals		0
290-194-8349-01	Other Fees		1,030,427
290-197-8349-01	Other Fees		610,033
290-201-8349-01			
290-222-8349-01	Other Fees		176,466
290-302-8349-01	Other Fees		7,706
290-303-8349-01			44,812
290-310-8349-01	Other Fees		254,013
290-351-8349-01	Other Fees		
290-351-8929-02	Pumps & Motors		
290-431-8349-01	Other Fees		268,876
290-431-8412-05	Pump Station Repairs		
290-441-8342-06	Solid Waste Contract		210,566
290-441-8349-01	Other Fees		
290-506-8349-01	Other Fees		229,785
290-629-8349-01			
290-653-8323-02	Building Rental		227,852
290-653-8421-01	Auto & Truck Repairs		
290-654-8349-01	LSU Extension		
290-694-8349-01	Transit		52,973
290-802-8349-01	Other Fees		2,066,125
290-803-8349-01	Other Fees		616,867
290-912-8349-01	Other Fees		108
290-912-8413-02	Comm Equip Repairs		
		(9,532,256)	6,525,690

FUND: 290 - EMERGENCY EVENT

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
RECAP STATEMENT OF REVENUES AND EXPENDITURES FOR MONTH ENDING MARCH 31, 2024

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4/11/2024 14:27:23  
REPORT: GU677R

202403

	***** MONTHLY ACTIVITY *****			***** Y E A R - T O - D A T E *****					% DEV	**** FOR YEAR 2024 ****			**** PRIOR YEARS ****	
	*PRIOR-2 *- JAN -	PRIOR-1 - FEB -	CURRENT* - MAR -	* ACTUAL	ENCUMBERED	TOTAL ACTIVITY	BUDGETED	VARIANCE		RE* MK*	*TOTAL AMT *BUDGETED	PROJECTED* ACTUAL *	* 2023 * ACTUAL	2022 * ACTUAL *
REVENUES:														
CHARGE FOR SERVICES	0	0	0	0	0	0	0	0	N/B		0	0	0	0
OTHER REVENUE	0	0	0	0	0	0	0	0	N/B		0	0	0	0
OPERATING TRANSFERS IN	3,722,741	2,747,118	3,062,396	9,532,256	0	9,532,256	0	9,532,256-	N/B		0	9,532,256	46,763,842	62,572,107
TOTAL REVENUES	3,722,741	2,747,118	3,062,396	9,532,256	0	9,532,256	0	9,532,256-	N/B		0	9,532,256	46,763,842	62,572,107
EXPENSES:														
111-PARISH COUNCIL	0	0	0	0	0	0	0	0	N/B		0	0	0	0
122-JUVENILE SERVICES	0	0	0	0	0	0	0	0	N/B		0	0	0	253
151-ACCOUNTING	308,805	346,355	11,309	666,469	0	666,469	0	666,469-	N/B		0	666,469	4,478,332	3,710,580
152-CUSTOMER SERVICE	0	0	0	0	0	0	0	0	N/B		0	0	0	0
154-PURCHASING	0	0	0	0	0	0	0	0	N/B		0	0	52,591	48,373
192-INFORMATION TECHNOLOGY	0	0	0	0	0	0	0	0	N/B		0	0	0	0
193-PLANNING	14,430	14,430	22,043	50,903	0	50,903	0	50,902-	N/B		0	50,903	606,696	443,119
194-GOVERNMENT BUILDINGS	12,516	325,515	702,237	1,040,268	0	1,040,268	0	1,040,268-	N/B		0	1,040,268	2,727,870	1,044,855
196-AUDITORIUMS	0	0	0	0	0	0	0	0	N/B		0	0	0	43,950
197-CIVIC CENTER	100,017	481,541	3,975	585,533	0	585,533	0	585,533-	N/B		0	585,533	1,027,412	1,360,998
201-PARISH PRISONERS	0	0	0	0	0	0	0	0	N/B		0	0	70,660	603,062
211-POLICE	0	0	0	0	0	0	0	0	N/B		0	0	0	83,032
222-FIRE - URBAN	2,910	0	173,556	176,466	0	176,466	0	176,466-	N/B		0	176,466	1,534,416	514,287
302-ENGINEERING	103	0	7,603	7,706	0	7,706	0	7,706-	N/B		0	7,706	229,942	97,500
303-GARAGE	0	42,841	1,971	44,812	0	44,812	0	44,812-	N/B		0	44,812	105,779	14,900
310-ROADS & BRIDGES	96,404	13,273	144,336	254,013	13,200-	240,813	0	240,813-	N/B		0	240,813	634,756	122,639
321-ROAD LIGHTING	0	0	0	0	0	0	0	0	N/B		0	0	0	0
351-DRAINAGE	0	0	0	0	0	0	0	0	N/B		0	0	334,187	1,260,007
431-SEWERAGE COLLECTION	2,892	14,366	0	17,258	0	17,258	0	17,258-	N/B		0	17,258	884,384	341,250
432-TREATMENT PLANT	0	0	0	0	0	0	0	0	N/B		0	0	0	131,375
441-SOLID WASTE SERVICES	216,551	10,301	16,285	210,566	0	210,566	0	210,566-	N/B		0	210,566	3,210,495	22,817,320
442-ANIMAL CONTROL	0	0	0	0	0	0	0	0	N/B		0	0	0	79,722
501-PARKS & GROUNDS	0	0	0	0	0	0	0	0	N/B		0	0	0	0
506-LIBRARY	3,126	226,658	0	229,785	0	229,785	0	229,785-	N/B		0	229,785	1,333,268	14,103
509-RECREATION-OTHER	0	0	0	0	0	0	0	0	N/B		0	0	0	0
521-TPR - ADMINISTRATION	0	0	0	0	0	0	0	0	N/B		0	0	0	0
535-TENNIS COURTS	0	0	0	0	0	0	0	0	N/B		0	0	0	16,831
604-VOUCHERS PROGRAM	0	0	0	0	0	0	0	0	N/B		0	0	0	0
611-CDBG ADMINISTRATION	0	0	0	0	0	0	0	0	N/B		0	0	0	0
629-SHELTER OPERATIONS	0	0	0	0	0	0	0	0	N/B		0	0	0	0
643-CDBG - PROGRAMS	0	0	0	0	0	0	0	0	N/B		0	0	0	0
652-ECONOMIC DEVEL. - OTHER	0	0	0	0	0	0	0	0	N/B		0	0	0	10,900
653-HOUSING & HUMAN SERVICE	48,221	26,500	26,500	101,221	0	101,221	0	101,221-	N/B		0	101,221	405,979	463,019
654-PARISH FARM AGENT	0	0	0	0	0	0	0	0	N/B		0	0	62,108	73,731
680-MARINA	0	0	0	0	0	0	0	0	N/B		0	0	0	0
692-VEHICLE OPERATIONS	0	0	0	0	0	0	0	0	N/B		0	0	0	0
693-VEHICLE MAINTENANCE	0	0	0	0	0	0	0	0	N/B		0	0	0	0
694-NON VEHICLE MAINTENANCE	0	0	52,973	52,973	0	52,973	0	52,973-	N/B		0	52,973	0	15,132
802-ELECTRIC GENERATION	1,045,478	13,750	1,006,898	2,066,125	0	2,066,125	0	2,066,125-	N/B		0	2,066,125	22,316,205	8,314,221
803-ELECTRIC DISTRIBUTION	104	0	510,071	510,175	0	510,175	0	510,175-	N/B		0	510,175	5,883,399	2,370,230
806-GAS DISTRIBUTION	0	0	0	0	0	0	0	0	N/B		0	0	0	0

FUND: 290 - EMERGENCY EVENT

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
RECAP STATEMENT OF REVENUES AND EXPENDITURES FOR MONTH ENDING MARCH 31, 2024

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4/11/2024 14:27:23  
REPORT: GU677R

202403

***** MONTHLY ACTIVITY *****	***** Y E A R - T O - D A T E *****	***** FOR YEAR 2024 *****	***** PRIOR YEARS *****
*PRIOR-2      PRIOR-1      CURRENT*	TOTAL      %      RE*	*TOTAL AMT      PROJECTED*	* 2023      2022 *
*- JAN -      - FEB -      - MAR - *	* ACTUAL      ENCUMBERED      ACTIVITY      BUDGETED      VARIANCE      DEV      MK*	*BUDGETED      ACTUAL *	* ACTUAL      ACTUAL *
807-UTILITY ADMINISTRATION	0      0      0      0      0      0      0      0      0      N/B	0      0	69,525      34,900
808-G.I.S. MAPPING SYSTEM	0      0      0      0      0      0      0      0      0      N/B	0      0	0      0
912-EMERGENCY PREPAREDNESS	36      36      36      108      0      108      0      108      0      N/B	0      108	25,030      133,704
999-OPERATING TRANSFERS	0      0      0      0      0      0      0      0      0      N/B	0      0	0      0
TOTAL EXPENSES	1,851,594      1,515,565      2,647,220      6,014,379      13,200      6,001,179      0      6,001,179      N/B	0      6,001,179	45,993,035      44,164,052
EXCESS OF REVENUES OVER EXPENSES	1,871,147      1,231,553      415,176      3,517,877      13,200      3,531,077      0      3,531,077      N/B	0      3,531,077	770,807      18,408,055
FUND BALANCE:			
BEGINNING OF YEAR		41,022,580-	41,022,580-
END OF YEAR		37,491,503-	41,022,580-



FUND: 200 - DEDICATED EMERGENCY PD

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
RECAP STATEMENT OF REVENUES AND EXPENDITURES FOR MONTH ENDING MARCH 31, 2024

PAGE 3

4/31/2024 14:27:23  
REPORT: G0677R

***** MONTHLY ACTIVITY *****	***** Y E A R - T O - D A T E *****	***** FOR YEAR 2024 *****	***** PRIOR YEARS *****
*PRIOR-2 * PRIOR-1 * CURRENT * *	TOTAL	% RE* *TOTAL ANT PROJECTED* * 2023 2022 *	
*- JAN - - FEB - - MAR -*	* ACTUAL ENCUMBERED ACTIVITY BUDGETED VARIANCE	DEV MK* *BUDGETED ACTUAL *	* ACTUAL ACTUAL *
REVENUES:			
INTERGOVERNMENTAL	0 0 2,181,626 2,181,626 0 2,181,626 0 2,181,626-	N/B 0 2,181,626	25,644,091 5,092,062
MISCELLANEOUS REVENUE	7,477 5,072 5,429 17,978 0 17,978 0 17,978-	N/B 0 17,978	58,604 18,844
OTHER REVENUE	0 10,000 0 10,000 0 10,000 0 10,000-	N/B 0 10,000	49,064,658 52,822,618
OPERATING TRANSFERS IN	0 0 0 0 0 0 0 0-	N/B 0 0	0 0
TOTAL REVENUES	7,477 15,072 2,187,055 2,209,604 0 2,209,604 0 2,209,604-	N/B 0 2,209,604	74,767,353 57,933,524
EXPENSES:			
199-GENERAL - OTHER	759,000 0 2,000- 757,000 0 757,000 0 757,000-	N/B 0 757,000	1,512,925 1,010,236
351-DRAINAGE	0 0 2,845 2,845 0 2,845 17,673 14,828	83.9 70,695 55,867	1,110,100 65,530
912-EMERGENCY PREPAREDNESS	1,152,333 3,048,964 138,949 4,340,246 0 4,340,246 2,477,622 1,862,624-	75.2- OVR 9,910,489 11,773,113	1,152,651 268,789
999-OPERATING TRANSFERS	3,722,741 2,747,118 3,062,396 9,532,256 0 9,532,256 0 9,532,256-	N/B 0 9,532,256	46,763,842 62,572,107
TOTAL EXPENSES	5,634,074 5,796,082 3,202,190 14,632,347 0 14,632,347 2,495,295 12,137,052-	486.4- OVR 9,981,184 22,118,236	50,539,518 63,916,663
EXCESS OF REVENUES OVER EXPENSES			
FOR FUND: 200 - DEDICATED EMERGENCY PD	5,626,597- 5,781,010- 1,015,136- 12,422,742-	0 12,422,742- 2,495,295- 9,927,447	N/B 9,981,184- 19,908,631- 24,227,835 5,983,138-
FUND BALANCE:			
BEGINNING OF YEAR		69,863,770	69,863,770
END OF YEAR		57,441,028	59,882,586

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

4/15/24

MARCH 31, 2024 - MONTH LAST CLOSED

ACCT: 200-000-6318-02

DEDICATED EMERGENCY FD

NO DEPARTMENT NAME

HURRICANE IDA-FEMA REIMBURSEME

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	0	7,440,453.69-	0	7,440,454
2024	0	2,145,256.66-	0	2,145,257
CLOSED:				
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	44,011,215	42,573,919.75-	N/A	1,437,295-
2022	0	5,092,061.69-	N/A	5,092,062

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT    CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY  
MARCH 31, 2024 - MONTH LAST CLOSED

4/15/24

ACCT: 200-000-6318-01

DEDICATED EMERGENCY FD

NO DEPARTMENT NAME

FEMA REIMBURSEMENT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	0	.00	0	0
2024	0	36,369.31-	0	36,369
CLOSED:				
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	606,012.71-	N/A	606,013
2020	0	1,352,624.45-	N/A	1,352,624
2021	0	.00	N/A	0
2022	0	.00	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT    CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

4/16/24

MARCH 31, 2024 - MONTH LAST CLOSED

ACCT: 200-000-6318-02

DEDICATED EMERGENCY FD

NO DEPARTMENT NAME

HURRICANE IDA-FEMA REIMBURSEME

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2023	0	7,440,453.69-	0	7,440,454
2024	0	2,145,256.66-	0	2,145,257
CLOSED:				
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	44,011,215	42,573,919.75-	N/A	1,437,295-
2022	0	5,092,061.69-	N/A	5,092,062

ENTER = CONTINUE

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

CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

*additional deposits*  
*4-15-24 467,323*  
*2617,580*

Section II

---

**Kayla Dupre**

**From:** Stacey Bennett  
**Sent:** Tuesday, April 16, 2024 10:01 AM  
**To:** Kayla Dupre  
**Subject:** RE: Recovery for damage to Drainage grate-screw gate

I'm sorry, it's been a hectic morning. I spoke to Tim and he said to put in in the Contractor Repairs account 252-351-8422-99. It is to repair a Screw Gate on MLK.

Thanks,

*Stacey B. Bennett*  
Administrative Coordinator I  
TPCG/Gravity Drainage  
[sbennett@tpcg.org](mailto:sbennett@tpcg.org)  
985-873-6717

---

**From:** Kayla Dupre <[kdupre@tpcg.org](mailto:kdupre@tpcg.org)>  
**Sent:** Tuesday, April 16, 2024 9:21 AM  
**To:** Stacey Bennett <[sbennett@tpcg.org](mailto:sbennett@tpcg.org)>  
**Subject:** RE: Recovery for damage to Drainage grate-screw gate

Will the repair be paid from Equipment Repairs?

*Kayla Dupre*  
Comptroller  
Terrebonne Parish Consolidated Government  
8026 Main St., Suite 300, Houma, LA 70360  
Phone: (985) 873-6452 fax: (985) 873-6457  
[kdupre@tpcg.org](mailto:kdupre@tpcg.org)

---

**From:** Kayla Dupre  
**Sent:** Tuesday, April 16, 2024 6:46 AM  
**To:** Stacey Bennett <[sbennett@tpcg.org](mailto:sbennett@tpcg.org)>  
**Cc:** Timothy Babin <[tbabin@tpcg.org](mailto:tbabin@tpcg.org)>  
**Subject:** RE: Recovery for damage to Drainage grate-screw gate

I will do a budget amendment recognizing the revenue and setting up the expense. What account will you use to pay for the repairs? I will put the funds into that account.

Thanks,

**Kayla Dupre**

Comptroller

Terrebonne Parish Consolidated Government  
8026 Main St., Suite 300, Houma, LA 70360  
Phone: (985) 873-6452 fax: (985) 873-6457  
[kdupre@tpcg.org](mailto:kdupre@tpcg.org)

**From:** Stacey Bennett <[sbennett@tpcg.org](mailto:sbennett@tpcg.org)>  
**Sent:** Monday, April 15, 2024 5:01 PM  
**To:** Kayla Dupre <[kdupre@tpcg.org](mailto:kdupre@tpcg.org)>  
**Cc:** Timothy Babin <[tbabin@tpcg.org](mailto:tbabin@tpcg.org)>  
**Subject:** FW: Recovery for damage to Drainage grate-screw gate

Good afternoon!

We received info from LouEllen Pellegrin about a settlement we received for damage received when someone ran off the road and into a screw grate. I'm just not sure on how to use this money. Do we just get an invoice when the work is completed and use the account number given when paying the invoice? They said its in account 252-000-6912-00. I verified that the \$2000 is in the account and by the description it looks to be for the property damage to the screw gate. Your guidance is greatly appreciated.

Thanks,

*Stacey B. Bennett*  
Administrative Coordinator I  
TPCG/Gravity Drainage  
[sbennett@tpcg.org](mailto:sbennett@tpcg.org)  
985-873-6717

**From:** Timothy Babin <[tbabin@tpcg.org](mailto:tbabin@tpcg.org)>  
**Sent:** Wednesday, April 10, 2024 5:05 PM  
**To:** Stacey Bennett <[sbennett@tpcg.org](mailto:sbennett@tpcg.org)>  
**Subject:** FW: Recovery for damage to Drainage grate-screw gate

Tim Babin  
Gravity Drainage Superintendent



Terrebonne Parish Consolidated Government  
Public Works / Drainage Division  
Phone # (985)873-6717 Fax# (985)873-6732  
<http://www.tpcg.org/drainage>

**From:** Louellen Pellegrin <[lpellegrin@tpcg.org](mailto:lpellegrin@tpcg.org)>  
**Sent:** Wednesday, April 10, 2024 11:23 AM  
**To:** Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>; Kayla Dupre <[kdupre@tpcg.org](mailto:kdupre@tpcg.org)>; Timothy Babin <[tbabin@tpcg.org](mailto:tbabin@tpcg.org)>  
**Cc:** Jovanna Pillot <[jpillot@tpcg.org](mailto:jpillot@tpcg.org)>; Ryan Page <[ryan@tpcg.org](mailto:ryan@tpcg.org)>; J. Dana Ortego <[jdortego@tpcg.org](mailto:jdortego@tpcg.org)>  
**Subject:** RE: Recovery for damage to Drainage grate-screw gate

I updated the Drainage Recovery memo to read: CC -Tim Babin, Drainage

Thanks and have a great day,

**LouEllen Pellegrin**

Insurance Technician/Risk Management  
Terrebonne Parish Consolidated Government  
P.O. Box 2768 Houma, LA 70361  
Office: (985)873-6470  
[lpellegrin@tpcg.org](mailto:lpellegrin@tpcg.org)

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---

**From:** Louellen Pellegrin  
**Sent:** Wednesday, April 10, 2024 11:18 AM  
**To:** Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>; Kayla Dupre <[kdupre@tpcg.org](mailto:kdupre@tpcg.org)>; 'tbabin@tpcg.org' <[tbabin@tpcg.org](mailto:tbabin@tpcg.org)>  
**Cc:** Jovanna Pillot <[jpillot@tpcg.org](mailto:jpillot@tpcg.org)>; Ryan Page <[ryan@tpcg.org](mailto:ryan@tpcg.org)>; J. Dana Ortego <[jdortego@tpcg.org](mailto:jdortego@tpcg.org)>  
**Subject:** Recovery for damage to Drainage grate-screw gate

Please see attached memo and copy of recovery check for damage to the drainage grate-screw gate. This check will be deposited into Drainage account.

Thanks and have a great day,

**LouEllen Pellegrin**

Insurance Technician/Risk Management  
Terrebonne Parish Consolidated Government  
P.O. Box 2768 Houma, LA 70361  
Office: (985)873-6470  
[lpellegrin@tpcg.org](mailto:lpellegrin@tpcg.org)

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*Section II*



P.O. BOX 6097  
HOUMA, LOUISIANA  
70361  
985-868-5050



P.O. BOX 2768  
HOUMA, LOUISIANA  
70361  
985-868-3000

## TERREBONNE PARISH CONSOLIDATED GOVERNMENT

### RISK MANAGEMENT

## “Memorandum”

**TO:** Customer Service

**FROM:** LouEllen Pellegrin  
Insurance Technician/Risk Management

**DATE:** April 10, 2024

**SUBJECT:** Property Damage Settlement for damage to drainage grate-screw gate.

Attached, please find check #6008319099 in the amount of \$2,000.00 made payable to TPCG for damage to drainage grate-screw gate. Please deposit this check into the proper account for Drainage.

(Account #252-000-6912-00).

If you have any questions regarding the above, please call (985) 873-6470.

Thanks for your time and help. Have a wonderful day.

/ltp

Attachment(s)

**CC (Hard Copy):** Claim File  
Subrogation Recovery File

**CC (Electronically):** Kandace Mauldin, Chief Financial Officer  
Kayla Dupre, Accounting  
Tim Babin, Drainage

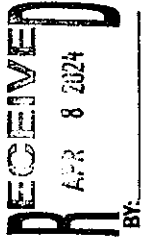


Progressive  
PO Box 2930  
Clinton, IA 52733-2930  
511578 20124 CM8PH01U 065 020124

PROGRESSIVE\*

Page 1 of 1

TERREBONNE PARISH CONSOLIDATED GOVE  
ATTN: RISK MANAGEMENT JOVANNA PILLOT  
PO BOX 2768  
HOUMA, LA 70361



ADVICE FOR PAYMENT 6008319099			
Payee: TERREBONNE PARISH CONSOLIDATED GOVE	Payment Date	03/25/2024	
	Total Payment Amount	\$2,000.00	
	Total Number of Invoices	1	
If you have any questions regarding this payment, please call us at 1-800-274-4499.			

Details							
Claim Number: 248351572	Name: TERREBONNE PARISH CO NMT, NSOLIDATED GOVE R	Date of Loss: 01/06/2024	Invoice Number: 125058103	Company: Progressive Palowide Insurance Company			
Type Repair	Description Fixed Property / Animal	*Coverage PD	Reference SCREW GATE 1/6/24 DRAINAGE GRATE	Identifier	Service Dates N/A	Deductible \$0.00	Payment Amount: \$2,000.00
Total Payment Amount						\$2,000.00	

\*Full Description of Coverage:  
PD - Property Damage Liability



Monday, April 22, 2024

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**Item Title:**

Status of Solid Waste RFP

**Item Summary:**

Motion to hold discussion with possible action regarding the status of the awarding of the Solid Waste RFP.

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**ATTACHMENTS:**

**Description**

Executive Summary

**Upload Date**

4/18/2024

**Type**

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
DISCUSSION: Solid Waste RFP

PROJECT SUMMARY (200 WORDS OR LESS)
Motion to hold discussion with possible action regarding the status of the awarding of the Solid Waste RFP.

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

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

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

BRIEN PLEDGER	04/18/24
Signature	Date