
TERREBONNE PARISH COUNCIL

POLICY PROCEDURE AND LEGAL COMMITTEE

Mr. Clyde Hamner	Chairman
Mr. Kevin Champagne	Vice-Chairman
Mr. Brien Pledger	Member
Mr. Carl Harding	Member
Mr. Clayton Voisin, Jr.	Member
Mr. John Amedee	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 8, 2024
5:40 PM

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

ALL CELL PHONES AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING.

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Discussion and possible action regarding Invocation and Pledge of Allegiance at each Committee Meeting.
2. Discussion and possible action regarding fireworks in Terrebonne Parish.
3. Approve the co-sponsorship request by Terrebonne Children's Advocacy Center for the Crime Victims' Rights Week Rally to be held April 22, 2024, from 6:00 p.m. to 7:30 pm. at the Courthouse Square.

4. Approve the co-sponsorship request from the Terrebonne NAACP Youth Council for the Juneteenth Celebration to be held on June 15, 2024, from 10:00 a.m. to 4:00 p.m. at the Dumas Auditorium.
5. Motion to close the condemnation proceedings file on the residential structure located at 127 Saxony Drive, Houma, LA, owned by June Fischer.
6. Amend the condemnation order adopted on October 24, 2023, on the residential mobile home located at 1192 Highway 55, owned by Jason P. Authement, by changing the deadline to complete demolition and/or removal from November 30, 2023, to October 1, 2024.
7. **RESOLUTION:** Authorizing Parish Administration to Accept an Assignment between ACSW Architects, LLC and AQ Studios, LLC for a Project to Repair or Replace Various Damaged Buildings and Structures at Terrebonne Parish Consolidated Government's South Campus Facility.
8. Consider the introduction of an ordinance authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Terrebonne Ministerial Alliances, Inc. and execute necessary documents for the transfer of immovable property from Terrebonne Parish Consolidated Government and Terrebonne Ministerial Alliances, Inc. and to provide for related matters and call a public hearing on Wednesday, April 24, 2024, at 6:30 p.m.
9. Consider the adoption of an ordinance amending the Terrebonne Parish Code of Ordinances to provide for usage of the official seal by Terrebonne Parish Consolidated Government elected officials and call a public hearing on said matter on Wednesday, April 24, 2024, at 6:30 p.m.
10. Adjourn

Category Number:
Item Number: 1.



Monday, April 8, 2024

Item Title:

Invocation and Pledge of Allegiance

Item Summary:

Discussion and possible action regarding Invocation and Pledge of Allegiance at each Committee Meeting.

ATTACHMENTS:

Description

Executive Summary

Upload Date

4/3/2024

Type

Cover Memo

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Invocation and Pledge of Allegiance

PROJECT SUMMARY (200 WORDS OR LESS)

Discussion and possible action regarding Invocation and Pledge of Allegiance at each Committee meeting.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

**IF YES AMOUNT
BUDGETED:**

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

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4

5

6

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Kim Chauvin

04/03/2024

Signature

Date



Monday, April 8, 2024

Item Title:

Fireworks in Terrebonne Parish

Item Summary:

Discussion and possible action regarding fireworks in Terrebonne Parish.

ATTACHMENTS:

Description

Executive Summary

Ordinance No. 9195

Upload Date

4/3/2024

4/3/2024

Type

Cover Memo

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Fireworks in Terrebonne Parish

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and possible action regarding fireworks in Terrebonne Parish.

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

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

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

Clayton Voisin, Jr.

Signature

04/02/24

Date

STEVE TROSCLAIR, CHAIRMAN

DARRIN W. GUIDRY, SR., VICE-CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

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

October 20, 2020

Honorable Tim Soignet, Sheriff
Terrebonne Parish Sheriff's Office
7856 Main Street, Suite 121
Houma, LA 70360

RE: Fireworks

Dear Sheriff Soignet:

Attached is a copy of Ordinance No. 9195 adopted by the Terrebonne Parish Council, in Regular Session on October 14, 2020, which provides for the regulation and licensing of fireworks in Terrebonne Parish.

By copy of this memo, the appropriate individuals are being advised of this action. Should you have any questions regarding this matter, feel free to contact me.

Sincerely,


Suzette Thomas
Council Clerk

Office of the Terrebonne Parish Council

/st

Attachment

cc: All Council Members
Honorable Gordon E. Dove, Parish President
Chief Dana Coleman, Houma Police Department
Chief Keith Ward, Houma Fire Department
Mr. Chris Pulaski, Planning & Zoning Director
Mr. Mark Daigle, Sales & Use Tax Director
All Volunteer Fire Departments
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File
Municode

OFFERED BY: MR. D. J. GUIDRY
SECONDED BY: MR. D. BABIN

ORDINANCE NO. 9195

TO AMEND SECTION 8-2 OF THE TERREBONNE PARISH CODE OF ORDINANCES TO ALLOW USE OF CERTAIN APPROVED FIREWORKS DURING SPECIFIED HOLIDAYS IN TERREBONNE PARISH, AND PROVIDE LICENSE AND PERMIT REQUIREMENTS FOR PUBLIC DISPLAY FIREWORKS; TO ENACT SECTION 8-3 TO PROVIDE REGULATION AND LICENSING FOR SALES OF SUCH FIREWORKS

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to amend or repeal previous Ordinances; adopt or amend an administrative code; and establish a rule or regulation imposing fines or other penalties; and

WHEREAS, the general public has expressed an interest in enjoying fireworks through consumer use and public display in celebration of certain holidays; and

WHEREAS, the use of fireworks is currently prohibited throughout Terrebonne Parish;

WHEREAS, Revised Statutes Title 51, Section 660 authorizes local governing authorities to regulate sale, use, and possession of fireworks; and

WHEREAS, the Council of Terrebonne Parish and the Sheriff believe that regulation of the sale and use of certain approved fireworks can ensure the safe usage of fireworks within Terrebonne Parish, excluding the City of Houma;

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

SECTION I

Chapter 8, Article I, Section 2 of the Terrebonne Parish Code shall be amended, are hereby amended (using strikethrough to indicate deletions and underlining to indicate additions) and same are hereby adopted to read as follows:

Sec. 8-2. - Fireworks; ~~sale and use prohibited; exception; definitions; penalty.~~

~~(a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to possess, sell, trade, exchange, barter or in any other manner dispose of any item of fireworks within Terrebonne Parish.~~

~~(b)~~ a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to use, fire, ignite, shoot, discharge or otherwise set off any item of fireworks within Terrebonne Parish, except as specifically provided in subsection (c) below, except as specifically provided in this Article, it being the intention of this section to prohibit the use of fireworks whatsoever within the City of Houma.

~~(b)~~ It shall be lawful to use, fire, ignite, shoot, discharge or otherwise set off fireworks for "consumer use" exclusively as follows:

(1) A person may ignite, discharge, or use permissible fireworks on the following days during the following hours:

- A. Between dusk and 10:00 p.m. on January 1st.
- B. Between dusk and 10:00 p.m. on July 4th.
- C. Between dusk on December 31st and 1:00 a.m. on January 1st.

(2) It shall be unlawful for anyone under the age of eighteen (18) to purchase fireworks in Terrebonne Parish from a lawfully approved fireworks vendor. Vendors shall require proper photo identification at each sale for this purpose.

(3) Discharging of fireworks by persons under fifteen (15) years of age as described in this section is prohibited in the absence of direct supervision by a parent, guardian, or other responsible party who is eighteen (18) years of age or over.

(c) It shall be lawful to use, fire, ignite, shoot, discharge or otherwise set off fireworks for "public display" exclusively as follows:

(1) The "public display" of fireworks shall be handled by a competent and qualified operator, and otherwise in accordance with LSA-R.S. 51:650(24) and 51:655.

(2) The "public display" of fireworks shall only be between the hours of 9:00 a.m. to 9:00 p.m., except that the permissible hours for a New Year's Eve and a 4th of July "public display" shall be between the hours of 9:00 a.m. on December 31 and 2:00 a.m. on January 1 of the new year and on July 4, and 2:00 a.m. on July 5.

(3) The "public display" of fireworks shall be conducted in excess of one thousand (1,000) feet of any church, hospital, asylum, public school, or nursing home, unless prior written consent by the governing board or duly authorized representative of such consents to said display in writing two (2) weeks prior to the public display, and in excess of seventy-five (75) feet of where the fireworks being used for the "public display" event are being stored prior to use.

(4) In addition to compliance with LSA-R.S. 51:655, any person who is issued a permit from the State Fire Marshal for a "public display" event shall obtain a "Letter Acknowledging Notification" from the Chief of the Houma Fire Department acknowledging notification of the specific date, time, duration and location of such planned "public display" event within the city limits of Houma, or, for a planned "public display" event within the jurisdiction of a fire protection district, the applicant shall obtain a "Letter Acknowledging Notification" from the chairman of the governing board of the fire protection district having jurisdiction over the location of the planned "public display" event and such "Letter Acknowledging Notification" shall acknowledge notification of the specific date, time, duration and location of such "public display" event;

(5) Any person or entity producing a "public display" of fireworks accompanying a political, educational, religious, sporting, charity or similar special event shall require a permit from the Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office. In order to receive a permit, the permit applicant shall submit an application, proof of statutory Workers Compensation insurance with one million dollars (\$1,000,000) in Employers Liability, along with Auto and General Liability insurance with a limit of five million dollars (\$5,000,000) each, naming Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office as Additional Insureds on the Auto and General Liability policies, and provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office on the Workers Compensation policy and on the Auto and General Liability policies, and an agreement holding harmless and indemnifying Terrebonne Parish Consolidated Government, its departments, and offices from any legal liabilities not caused by Terrebonne Parish Consolidated Government or Terrebonne Parish Sheriff's Office. Applications shall be submitted two (2) weeks before the event. No permit granted hereunder shall be transferable. Fees for permitting shall be \$250.00 for Terrebonne Parish Consolidated Government, and \$250.00 for Terrebonne Parish Sheriff's Office.

(d) For purposes of this Article, "fireworks" shall mean any device or composition used to obtain visible or audible pyrotechnic display enumerated in La. R.S. 51:651 as a "permissible firework", also known as a "class C" firework. This definition includes, but is not limited to, flutter sparklers, sky rockets, bottle rockets, firecrackers, roman candles, and shell explosives.

The term "fireworks," as used herein, shall not include toy pistols, toy canes, toy guns, or other devices in which paper caps containing twenty-five hundredths (25/100) grains or less of explosive compounds are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than twenty-five hundredths (25/100) grains of explosive compounds. The term "fireworks" shall not include any article or device that constitutes ammunition for a firearm.

(e) No person, individual, or entity shall discharge fireworks:

(1) within the corporate city limits of Houma; (2) indoors;

(2) in a confined space;

(3) from a vehicle, moving or non-moving;

(4) closer than 1000 feet from any facility where flammable/combustible and/or hazardous materials are used, manufactured, or stored;

(5) near products that will support combustibles such as paper, dry grass, wood or pulp;

(6) intentionally targeting buildings, structures, or a motor vehicle.

(f) All sales and use of fireworks permitted in this section shall be suspended in the event of a "Burn Ban" issued by the Governor's office or the State Fire Marshal pursuant to La. R.S. 40:1602 or 40:1563.

(g) Fireworks for consumer use or public display shall not be modified or altered from their intended design in any way and shall not be combined with any other device or devices to increase energy or loudness of its discharge.

~~(e-h) Any person who violates~~ Violation of this section shall be subject to penalties as provided in section 1-16 of this Code, is a misdemeanor punishable by a fine of not more than \$500 and/or not more than six (6) months in jail.

SECTION II

Section 8-3 of the Terrebonne Parish Code of Ordinances shall be and is hereby enacted to read, in its entirety, as follows:

Sec. 8-3. - Fireworks; sale prohibited; exception; definitions; penalty.

(a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to possess, sell, trade, exchange, barter or in any other manner dispose of any item of fireworks within Terrebonne Parish, except as specifically provided in this Article, it being the intention of this section to prohibit the sale of fireworks whatsoever within the City of Houma:

(1) Approved vendors may engage in sales of any kind ten (10) days in advance of any approved day where the discharging of fireworks by the general public is permitted in this Article, and sales shall cease on the last day of the permitted days of consumer use listed in Section 8- 2(b)(1).

(b) All retail vendors shall receive a permit from the Parish (Parish vendor's permit) at least the day before the sales period begins. Fees shall be set in accordance with La. R.S. 51:659. Parish vendor's permits shall expire on January 1 of the year following its issuance. Vendors operating without a Parish permit shall be ordered to immediately cease operations.

(c) In addition to the retail vendor's permits required by the Parish and the State Fire Marshal, wholesale and retail sellers of permissible fireworks shall hold a Terrebonne Parish occupational license, provide proof of general liability insurance of at least five million

(\$5,000,000) dollars upon application of a permit to the Parish, naming Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office as Additional Insured and provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government and the Terrebonne Parish

Sheriff's Office and meet all other requirements of a business entity involved in permanent or temporary commercial trade within Louisiana.

(d) It shall be unlawful for a lawfully approved fireworks vendor to sell fireworks to:

(1) Persons under the age of eighteen (18). Failure of a vendor to require approved photo identification prior to completing a sale shall result in revocation of vendor's parish occupational license;

(2) persons who are intoxicated;

(3) persons who are known to be irresponsible.

(e) No vendor shall sell, barter, convey, possess, dispose of, or use fireworks prohibited by federal or state law, including but not limited to:

(1) friction fireworks with white or yellow phosphorous and explosives;

(2) cherry bombs, tubular salutes, two-inch American-made salutes, firecrackers with casings the external dimensions of which exceed one and one-half inches in length or one-quarter of an inch in diameter, repeating bombs, aerial bombs, torpedoes which exceed three-eighths of an inch in diameter, Roman candles larger than ten ball, and sky rockets larger than six ounces;

(3) only class "C" fireworks as defined in Section 8-2 (d) shall be sold, transferred, and distributed and/or marketed for consumer use.

(f) Vendors shall comply with employment, health, sales, storage, display, and disposal laws and regulations in accordance with state law, federal law, requirements of the State Fire Marshal, and all pertinent parish ordinances. Periodic inspections of each retail stand shall be conducted throughout the permitted sales period. Vendors shall comply with TPCG building codes.

(g) Vendors shall adhere to signage regulations set forth as follows:

(1) Upon issuance of a sign permit, Parish vendor's permit holders shall be allowed one (1) seasonal on-premise sign, not to exceed four (4') feet by eight (8') feet, to be posted at the retail location. All signs shall require a sign permit from Terrebonne Parish and shall adhere to all applicable building codes and requirements associated with a sign permit.

(2) Sign permit holders may also post off-premise signage. Off-premise signs shall adhere to the signage requirements of the zoning district at the retail location, Terrebonne Parish, and the State of Louisiana Department of Transportation and Development, and other regulations.

(3) All signage shall be promptly removed within ten days of each sales period.

(h) Violation of this section is a misdemeanor punishable by a fine of not more than \$500 and/ or six (6) months in jail. A vendor who violates any provision of this section shall be subject to revocation or suspension of his permit.

(i) Subject to compliance with Federal and/or State laws, nothing contained herein shall in any way restrict, prohibit, or discourage manufacturing, wholesale trade, and distribution to the fireworks industry within Terrebonne Parish.

SECTION III

Any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

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

THERE WAS RECORDED:

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


NAYS: None.

NOT VOTING: None.

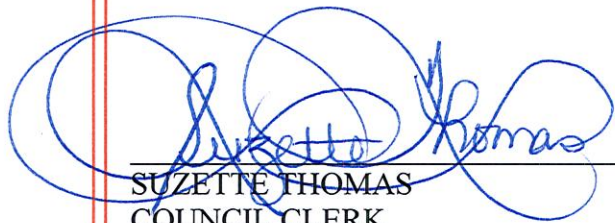
ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 14th day of October 2020.

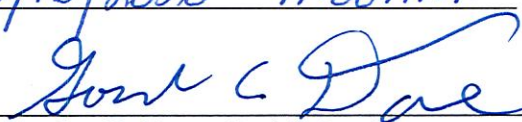


STEVE TROSCLAIR, CHAIRMAN
TERREBONNE PARISH COUNCIL



SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

10/15/2020 11:00 AM.

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

Date and Time Returned to Council Clerk:

10/15/2020 3:07 pm.

I, **SUZETTE THOMAS**, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on October 14, 2020, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 15th DAY OF OCTOBER 2020.



SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Fireworks

PROJECT SUMMARY (200 WORDS OR LESS)

An Ordinance to amend Section 8-2 of the Terrebonne Parish Code of Ordinances to allow use of certain approved fireworks during specified holidays in Terrebonne Parish, to provide license and permit requirements for public display of fireworks; to enact Section 8-3 to provide regulation and licensing for sales of such fireworks, to provide for related matters; and calling a public hearing on said matter on Wednesday, October 14, 2020 at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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09/17/2020

Signature

Date

6:30 G1

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

TO AMEND SECTION 8-2 OF THE TERREBONNE PARISH CODE OF ORDINANCES TO ALLOW USE OF CERTAIN APPROVED FIREWORKS DURING SPECIFIED HOLIDAYS IN TERREBONNE PARISH, AND PROVIDE LICENSE AND PERMIT REQUIREMENTS FOR PUBLIC DISPLAY FIREWORKS; TO ENACT SECTION 8-3 TO PROVIDE REGULATION AND LICENSING FOR SALES OF SUCH FIREWORKS

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to amend or repeal previous Ordinances; adopt or amend an administrative code; and establish a rule or regulation imposing fines or other penalties; and

WHEREAS, the general public has expressed an interest in enjoying fireworks through consumer use and public display in celebration of certain holidays; and

WHEREAS, the use of fireworks is currently prohibited throughout Terrebonne Parish;

WHEREAS, Revised Statutes Title 51, Section 660 authorizes local governing authorities to regulate sale, use, and possession of fireworks; and

WHEREAS, the Council of Terrebonne Parish and the Sheriff believe that regulation of the sale and use of certain approved fireworks can ensure the safe usage of fireworks within Terrebonne Parish, excluding the City of Houma;

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

SECTION I

Chapter 8, Article I, Section 2 of the Terrebonne Parish Code shall be amended, are hereby amended (using strikethrough to indicate deletions and underlining to indicate additions) and same are hereby adopted to read as follows:

Sec. 8-2. - Fireworks; ~~sale and use prohibited~~; exception; definitions; penalty.

~~(a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to possess, sell, trade, exchange, barter or in any other manner dispose of any item of fireworks within Terrebonne Parish.~~

~~(b) a~~ (a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to use, fire, ignite, shoot, discharge or otherwise set off any item of fireworks within Terrebonne Parish, except as specifically provided in subsection (c) below, except as specifically provided in this Article, it being the intention of this section to prohibit the use of fireworks whatsoever within the City of Houma.

(b) It shall be lawful to use, fire, ignite, shoot, discharge or otherwise set off fireworks for "consumer use" exclusively as follows:

(1) A person may ignite, discharge, or use permissible fireworks on the following days during the following hours:

A. Between dusk and 10:00 p.m. on January 1st.

B. Between dusk and 10:00 p.m. on July 4th.

C. Between dusk on December 31st and 1:00 a.m. on January 1st.

(2) It shall be unlawful for anyone under the age of eighteen (18) to purchase fireworks in Terrebonne Parish from a lawfully approved fireworks vendor. Vendors shall require proper photo identification at each sale for this purpose.

PS# 21

(3) Discharging of fireworks by persons under fifteen (15) years of age as described in this section is prohibited in the absence of direct supervision by a parent, guardian, or other responsible party who is eighteen (18) years of age or over.

(c) It shall be lawful to use, fire, ignite, shoot, discharge or otherwise set off fireworks for "public display" exclusively as follows:

(1) The "public display" of fireworks shall be handled by a competent and qualified operator, and otherwise in accordance with LSA-R.S. 51:650(24) and 51:655.

(2) The "public display" of fireworks shall only be between the hours of 9:00 a.m. to 9:00 p.m., except that the permissible hours for a New Year's Eve and a 4th of July "public display" shall be between the hours of 9:00 a.m. on December 31 and 2:00 a.m. on January 1 of the new year and on July 4, and 2:00 a.m. on July 5.

(3) The "public display" of fireworks shall be conducted in excess of one thousand (1,000) feet of any church, hospital, asylum, public school, or nursing home, unless prior written consent by the governing board or duly authorized representative of such consents to said display in writing two (2) weeks prior to the public display, and in excess of seventy-five (75) feet of where the fireworks being used for the "public display" event are being stored prior to use.

(4) In addition to compliance with LSA-R.S. 51:655, any person who is issued a permit from the State Fire Marshal for a "public display" event shall obtain a "Letter Acknowledging Notification" from the Chief of the Houma Fire Department acknowledging notification of the specific date, time, duration and location of such planned "public display" event within the city limits of Houma, or, for a planned "public display" event within the jurisdiction of a fire protection district, the applicant shall obtain a "Letter Acknowledging Notification" from the chairman of the governing board of the fire protection district having jurisdiction over the location of the planned "public display" event and such "Letter Acknowledging Notification" shall acknowledge notification of the specific date, time, duration and location of such "public display" event;

(5) Any person or entity producing a "public display" of fireworks accompanying a political, educational, religious, sporting, charity or similar special event shall require a permit from the Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office. In order to receive a permit, the permit applicant shall submit an application, proof of statutory Workers Compensation insurance with one million dollars (\$1,000,000) in Employers Liability, along with Auto and General Liability insurance with a limit of five million dollars (\$5,000,000) each, naming Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office as Additional Insureds on the Auto and General Liability policies, and provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office on the Workers Compensation policy and on the Auto and General Liability policies, and an agreement holding harmless and indemnifying Terrebonne Parish Consolidated Government, its departments, and offices from any legal liabilities not caused by Terrebonne Parish Consolidated Government or Terrebonne Parish Sheriff's Office. Applications shall be submitted two (2) weeks before the event. No permit granted hereunder shall be transferable. Fees for permitting shall be \$250.00 for Terrebonne Parish Consolidated Government, and \$250.00 for Terrebonne Parish Sheriff's Office.

(d) For purposes of this Article, "fireworks" shall mean any device or composition used to obtain visible or audible pyrotechnic display enumerated in La. R.S. 51:651 as a "permissible firework", also known as a "class C" firework. This definition includes, but is not limited to, flitter sparklers, sky rockets, bottle rockets, firecrackers, roman candles, and shell explosives.

The term "fireworks," as used herein, shall not include toy pistols, toy canes, toy guns, or other devices in which paper caps containing twenty-five hundredths (25/100) grains or less of explosive compounds are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than twenty-five hundredths (25/100) grains of explosive compounds. The term "fireworks" shall not include any article or device that constitutes ammunition for a firearm.

(e) No person, individual, or entity shall discharge fireworks:

(1) within the corporate city limits of Houma;

(2) indoors;

(2) in a confined space;

(3) from a vehicle, moving or non-moving;

(4) closer than 1000 feet from any facility where flammable/combustible and/or hazardous materials are used, manufactured, or stored;

(5) near products that will support combustibles such as paper, dry grass, wood or pulp;

(6) intentionally targeting buildings, structures, or a motor vehicle.

(f) All sales and use of fireworks permitted in this section shall be suspended in the event of a "Burn Ban" issued by the Governor's office or the State Fire Marshal pursuant to La. R.S. 40:1602 or 40:1563.

(g) Fireworks for consumer use or public display shall not be modified or altered from their intended design in any way, and shall not be combined with any other device or devices to increase energy or loudness of its discharge.

~~(e-h) Any person who violates~~ Violation of this section shall be subject to penalties as provided in section 1-16 of this Code is a misdemeanor punishable by a fine of not more than \$500 and/or not more than six (6) months in jail.

SECTION II

Section 8-3 of the Terrebonne Parish Code of Ordinances shall be and is hereby enacted to read, in its entirety, as follows:

Sec. 8-3. - Fireworks; sale prohibited; exception; definitions; penalty.

(a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to possess, sell, trade, exchange, barter or in any other manner dispose of any item of fireworks within Terrebonne Parish, except as specifically provided in this Article, it being the intention of this section to prohibit the sale of fireworks whatsoever within the City of Houma:

(1) Approved vendors may engage in sales of any kind ten (10) days in advance of any approved day where the discharging of fireworks by the general public is permitted in this Article, and sales shall cease on the last day of the permitted days of consumer use listed in Section 8-2(b)(1).

(b) All retail vendors shall receive a permit from the Parish (Parish vendor's permit) at least the day before the sales period begins. Fees shall be set in accordance with La. R.S. 51:659. Parish vendor's permits shall expire on January 1 of the year following its issuance. Vendors operating without a Parish permit shall be ordered to immediately cease operations.

(c) In addition to the retail vendor's permits required by the Parish and the State Fire Marshal, wholesale and retail sellers of permissible fireworks shall hold a Terrebonne Parish occupational license, provide proof of general liability insurance of at least five million (\$5,000,000) dollars upon application of a permit to the Parish, naming Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office as Additional Insureds and provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government and the Terrebonne Parish

Sheriff's Office, and meet all other requirements of a business entity involved in permanent or temporary commercial trade within Louisiana.

(d) It shall be unlawful for a lawfully approved fireworks vendor to sell fireworks to:

(1) Persons under the age of eighteen (18). Failure of a vendor to require approved photo identification prior to completing a sale shall result in revocation of vendor's parish occupational license;

(2) persons who are intoxicated;

(3) persons who are known to be irresponsible.

(e) No vendor shall sell, barter, convey, possess, dispose of, or use fireworks prohibited by federal or state law, including but not limited to:

(1) friction fireworks with white or yellow phosphorous and explosives;

(2) cherry bombs, tubular salutes, two-inch American-made salutes, firecrackers with casings the external dimensions of which exceed one and one-half inches in length or one-quarter of an inch in diameter, repeating bombs, aerial bombs, torpedoes which exceed three-eighths of an inch in diameter, Roman candles larger than ten ball, and sky rockets larger than six ounces;

(3) only class "C" fireworks as defined in Section 8-2 (d) shall be sold, transferred, and distributed and/or marketed for consumer use.

(f) Vendors shall comply with employment, health, sales, storage, display, and disposal laws and regulations in accordance with state law, federal law, requirements of the State Fire Marshal, and all pertinent parish ordinances. Periodic inspections of each retail stand shall be conducted throughout the permitted sales period. Vendors shall comply with TPCG building codes.

(g) Vendors shall adhere to signage regulations set forth as follows:

(1) Upon issuance of a sign permit, Parish vendor's permit holders shall be allowed one (1) seasonal on-premise sign, not to exceed four (4') feet by eight (8') feet, to be posted at the retail location. All signs shall require a sign permit from Terrebonne Parish and shall adhere to all applicable building codes and requirements associated with a sign permit.

(2) Sign permit holders may also post off-premise signage. Off-premise signs shall adhere to the signage requirements of the zoning district at the retail location, Terrebonne Parish, and the State of Louisiana Department of Transportation and Development, and other regulations.

(3) All signage shall be promptly removed within ten days of each sales period.

(h) Violation of this section is a misdemeanor punishable by a fine of not more than \$500 and/or six (6) months in jail. A vendor who violates any provision of this section shall be subject to revocation or suspension of his permit.

(i) Subject to compliance with Federal and/or State laws, nothing contained herein shall in any way restrict, prohibit, or discourage manufacturing, wholesale trade, and distribution to the fireworks industry within Terrebonne Parish.

SECTION III

Any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable, and shall not affect the validity of the whole.

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

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING.
ABSTAINING:
ABSENT:

The Chair declared the ordinance adopted on this, the ____ day of _____ 2020.

STEVE TROSCLAIR, CHAIR
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

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

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2020, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020.

Suzette Thomas

From: Legals-Houmatoday <legals@houmatoday.com>
Sent: Friday, September 25, 2020 1:56 PM
To: Suzette Thomas
Subject: Re: Terrebonne Parish Council Public Hearings
Attachments: Receipt Printed from Order 00074237_2020-09-25-14-07-02.pdf; 00074237_00000014.pdf

External Sender

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

Customer #4330
Ad #00074237

Hi Suzette,

Attached please find the Notice of Public Hearing to be published 10/1/2020 as requested.

Thank you,

Jo Ann

From: Suzette Thomas <suthomas@tpcg.org>
Sent: Friday, September 25, 2020 4:45 PM
To: Legals-Houmatoday <legals@houmatoday.com>
Cc: Rayanna Smith <rsmith@tpcg.org>
Subject: Terrebonne Parish Council Public Hearings

PUBLICATION

PUBLISH: 10/01/20 – public hearings on October 14, 2020 at 6:30 p.m.

CONTACT: Suzette Thomas, Council Clerk

suthomas@tpcg.org<<mailto:suthomas@tpcg.org>>

(985) 873-6413

CHARGE: Terrebonne Parish Consolidated Government

Account No. 44761280

P.O. Box 2768

Houma, LA 70361

TRANSMITTED TO COURIER: 09/25/20

Thank you,

Suzette Thomas

Council Clerk

Order Receipt

The Courier/Daily Comet

The Courier/TheThe Courier/Daily Comet
P.O Box 116668 Atlanta, GA 30368-6668

Phone: (866) 470-7133, Option 2

Fax: (863) 401-6996

URL: HoumaToday.com & DailyComet.com

RAYANNA SMITH
TERREBONNE PARISH CONSOLIDATED
P O BOX 2768
HOUMA, LA 70361

Acct #: 00004330
Phone: (985)873-6446
Date: 09/25/2020
Ad #: 00074237
Salesperson: HOUC322 Ad Taker: HOUC027

Class: HOU9992

Ad Notes:

Sort Line: NOTICE OF PUBLIC HEARINGS The

Description	Start	Stop	Ins.	Cost/Day	Amount
HOU100 Houma Courier	09/30/2020	09/30/2020	1	28.85	28.85

Ad Text:

00074237 Publication 10/1/2020

NOTICE OF PUBLIC HEARINGS

The Terrebonne Parish Council has scheduled public hearings on Wednesday, October 14, 2020 at *6:30 p.m. in the Government Tower Building located at 8026 Main Street, 2nd Floor, Council Meeting Room, Houma, LA, which shall be live streamed on the Terrebonne Parish Council's Facebook page. The purpose of these public hearings is to obtain public input on proposed documents that are being published by titles below:
October 14, 2020

Payment Reference:

Total: 28.85
Tax: 0.00
Net: 28.85
Prepaid: 0.00

Total Due 28.85

NOTICE OF PUBLIC HEARINGS

The Terrebonne Parish Council has scheduled public hearings on Wednesday, October 14, 2020 at 6:30 p.m. in the Government Tower Building located at 8026 Main Street, 2nd Floor, Council Meeting Room, Houma, LA, which shall be live streamed on the Terrebonne Parish Council's Facebook page. The purpose of these public hearings is to obtain public input on proposed documents that are being published by titles below:

October 14, 2020
6:30 P.M.

An ordinance to authorize the use of the building and land located at 424 Roussel Street, Houma, Louisiana, by Terrebonne Parish Consolidated Government (TPCG) to Terrebonne Parish Sheriff's Office (TPSO); authorize the Parish President to execute any and all Intergovernmental Agreements and any and all other documents necessary for TPSO to use the afore referenced premises, to terminate the existing Intergovernmental Agreement with the TPSO, and to provide for other matters relative thereto;

An ordinance to authorize the use of the building and land located at 500 School Street, Houma, Louisiana, by Terrebonne Parish Consolidated Government (TPCG) to Terrebonne Parish Sheriff's Office (TPSO); authorize the Parish President to execute any and all Intergovernmental Agreements and any and all other documents necessary for TPSO to use the afore referenced premises, to terminate the existing Cooperative Endeavor Agreement with the TPSO, and to provide for other matters relative thereto;

An ordinance to authorize the Parish President to execute, on behalf of Terrebonne Parish Consolidated Government, an Intergovernmental Agreement with Terrebonne Parish Sheriff's Office to establish funding obligations for keeping and feeding prisoners and to provide for other matters relative thereto at the Parish Jail located at 3211 Grand Caillou Road, Houma, Louisiana

An ordinance to rename the Carrol Street Bridge crossing Bayou Black to the "Mr Lawless Gibson Sr Memorial Bridge", to authorize the installation of the appropriate signs, to address other matters relative thereto;

An ordinance to amend the Parish Code of Terrebonne Parish by adding to Chapter 18: Motor Vehicles and Traffic, Article IV: Operation of Vehicles, Division 2: Parish, Section 18-87 to establish a "4-Way Stop" at the intersection of Alma Street and Derusso Street; to provide for the installation of said signs; to provide for other matters relative thereto;

An ordinance to amend Section 8-2 of the Terrebonne Parish Code of Ordinance to allow use of certain approved fireworks during specified holidays in Terrebonne Parish, to provide license and permit requirements for public display of fireworks; to enact Section 8-3 to provide regulation and licensing for the sales of such fireworks, to provide for related matters;

An ordinance to amend Chapter 19, Article I of the Terrebonne Parish Code of Ordinances by adding Section 19 "Protection of Levees", to provide for related matters thereto;

An ordinance to declare as surplus 9 tax properties of various percentages from various years, to acquire authorization to dispose of said properties in accordance with LA R.S. 47:2196;

An ordinance to amend the 2020 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

- I. Houma Downtown Development, \$28,098
- II. Houma Police Dept-LA Commission on Law Enforcement Grant, \$58,506
- III. OCD Hurricane Isaac, (\$108,755)
- IV. Westside Boulevard Phase 1, \$3,700
- V. Ashland Wetland Assimilation, \$12,281
- VI. Eastside Safe Room, \$66,340
- VII. Safe Room-EOC, \$1,517
- VIII. West Park Sidewalks, -0-
- IX. Prospect Boulevard Sidewalks, -0-
- X. Bonanza Pump Station, \$1,750
- XI. Coteau/Smithridge Bar Screen, \$40,927
- XII. Upper Little Caillou Pump Station, \$65,311
- XIII. Upper Ward 7 Mitigation, \$159,000
- XIV. Oyster Bed Surge Protection, \$100,000

For a copy of the proposed documents, contact the Council Office during regular business hours (8:00 a.m. – 4:30 p.m., 873-6519). For additional information, you may also view the Parish Web Page at tpcg.org.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Category Number:
Item Number: 3.



Monday, April 8, 2024

Item Title:

Co-sponsorship - Crime Victims Rights Week Rally

Item Summary:

Approve the co-sponsorship request by Terrebonne Children's Advocacy Center for the Crime Victims' Rights Week Rally to be held April 22, 2024, from 6:00 p.m. to 7:30 pm. at the Courthouse Square.

ATTACHMENTS:

Description

Cosponsorship Application

Upload Date

4/3/2024

Type

Application

From: bernadettepickett@gmail.com
To: [Leilani Adams](#); [Tammy Triggs](#); [Keith Hampton](#); [Anne Picou](#); [David Drury](#); [Cheryl Lirette](#)
Subject: Crime Victims' Rights Week Rally Co-Sponsorship Application
Date: Wednesday, March 27, 2024 11:41:04 AM



Co-Sponsorship Application

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

Requesting Use Yes
of the Parish
Seal?

Event Name: Crime Victims' Rights Week Rally
Location: Courthouse Square
Date(s) of 04/22/2024 (6:00 PM - 7:30 PM)
Event:

Reason for Co-Sponsorship: The Crime Victim's Rights event is very important to law enforcement, the District Attorney's Office and every victim of crime. Unfortunately, we see thousands of new cases every year; so that means thousands of people become victims. We need to recognize that and show these victims how the local arresting agencies are working diligently with the district attorney's office to get these criminals off the streets, prosecute them to the fullest extent to the law and make sure the victims know we are fighting for their rights and ability to be make whole!

Services / Courthouse Square
Resources Insurance
Needed: Security

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

Organization: Terrebonne Children's Advocacy Center/Terrebonne Parish District Attorney's Office

Authorized Bernadette Pickett (*Executive Director; Assistant District Attorney*)
Representative:

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

Mailing 305 Verre Street
Address: HOUMA, LA 70360

Daytime Phone 985872-5437
Number:

E-mail: bernadettepickett@gmail.com

© 2024

Terrebonne Parish Consolidated Government

www.tpcg.org

Category Number:
Item Number: 4.



Monday, April 8, 2024

Item Title:

Co-sponsorship - Juneteenth Celebration

Item Summary:

Approve the co-sponsorship request from the Terrebonne NAACP Youth Council for the Juneteenth Celebration to be held on June 15, 2024, from 10:00 a.m. to 4:00 p.m. at the Dumas Auditorium.

ATTACHMENTS:

Description

Cosponsorship Application

Upload Date

4/4/2024

Type

Application

From: [Leilani Adams](#)
To: [dianam360@bellsouth.net](#); [Tammy Triggs](#); [Keith Hampton](#)
Subject: Re: Juneteenth Celebration Co-Sponsorship Application
Date: Wednesday, April 3, 2024 8:39:47 AM
Attachments: [image001.png](#)

Tammy & Keith,

This can be placed on the agenda for approval. According to accounting they only used \$165.94 for the MLK event. They have a balance of \$434.06.

Thank you,



Leilani H. Adams

Office Manager

Parish President's Office

Terrebonne Parish Consolidated Government

phone: (985) 873-6401

email: ladams@tpcg.org

online: tpcg.org

From: "dianam360@bellsouth.net" <dianam360@bellsouth.net>

Date: Tuesday, January 16, 2024 at 6:01 PM

To: Leilani Adams <ladams@tpcg.org>, Tammy Triggs <ttriggs@tpcg.org>, Keith Hampton <khampton@tpcg.org>, Anne Picou <apicou@tpcg.org>, David Drury <ddrury@tpcg.org>, "Amosely1342@gmail.com" <Amosely1342@gmail.com>, "office@tprd11.com" <office@tprd11.com>, "sonjaclabat@gmail.com" <sonjaclabat@gmail.com>, David Drury <ddrury@tpcg.org>, Roddy Lerille <rlerille@tpcg.org>, Cheryl Lirette <clirette@tpcg.org>

Subject: Juneteenth Celebration Co-Sponsorship Application



Co-Sponsorship Application

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

Requesting Use of the Parish Seal? No

Event Name: Juneteenth Celebration

Location: Dumas Auditorium

Date(s) of Event: 06/15/2024 (10:00 AM - 4:00 PM)

Reason for Co-Sponsorship:	Celebration Juneteenth Program
Services / Resources Needed:	Dumas Auditorium Electric Service Insurance Security
Additional Details	Non-profit organization? YES Selling Tickets? NO
Organization:	Terrebonne Parish NAACP Youth Council
Authorized Representative:	Diana Collins (<i>Houma, La</i>)
Contact Person:	Diana Collins (<i>Houma, La</i>)
Mailing Address:	P.O. Box 2355 1123 Dewey St Houma, LA 70360
Daytime Phone Number:	985381-3379
E-mail:	dianam360@bellsouth.net

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!

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Terrebonne Parish Consolidated Government
www.tpcg.org



Monday, April 8, 2024

Item Title:

Close Condemnation Proceedings File – 127 Saxony Drive

Item Summary:

Motion to close the condemnation proceedings file on the residential structure located at 127 Saxony Drive, Houma, LA, owned by June Fischer.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/3/2024	Executive Summary
Letter of Authorization	4/3/2024	Backup Material
Request for Hearing Cancellation	4/3/2024	Backup Material
Meeting Minute Record	4/3/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Close Condemnation Proceedings File – 127 Saxony Drive

PROJECT SUMMARY (200 WORDS OR LESS)
Close the condemnation proceedings file on the residential structure located at 127 Saxony Drive, Houma, LA, owned by June Fischer.

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

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

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

Kevin Champagne

Signature

04/03/24

Date

From: [Tammy Triggs](#)
To: [Keith Hampton](#); [Cheryl Lirette](#); [Deon Stewart](#); [Camilla Brown](#)
Cc: [Tammy Triggs](#); [Charlie Howard](#); [Elisha Smith](#)
Subject: FW: 127 Saxony
Date: Wednesday, April 3, 2024 9:32:35 AM
Attachments: [Letter re condemnation.pdf](#)

Keith, please place this on the agenda to rescind the condemnation order at 127 Saxony

From: Charles K. Champagne <ckchampagne@tpcg.org>
Sent: Wednesday, April 3, 2024 8:41 AM
To: Deon Stewart <dstewart@tpcg.org>; Camilla Brown <cbrown@tpcg.org>
Cc: John Amedée <jamedee@tpcg.org>; Tammy Triggs <ttriggs@tpcg.org>
Subject: 127 Saxony

Good Morning,

I would like to take off list, and allow the purchase to occur. Please see attached letter. Let me know what I need to do to proceed.

Thanks

Sent from my iPhone



213B EAST BAYOU ROAD
THIBODAUX, LOUISIANA 70301

P. (985) 387-1266
F. (985) 447-9889

buffy@AM0title.com

April 2, 2024

To Whom It May Concern;

RE: Shanea Soudelier
127 Saxony Drive
Houma, La 70364

To Whom It May Concern,

AMO Title Services, LLC received a request to open title for the property located at 127 Saxony Drive, Houma, LA 70364, whereas Shanea Soudelier is the intended purchaser and Gitsit Real Property, LLC is the seller.

Our abstract revealed a Notice of Condemnation Hearing filed at Instrument No. 1685920, records of Terrebonne Parish. The purchaser was not aware of the filing. The purchaser's intent is to move forward with the purchase, only if the above-mentioned hearing is cancelled, and as such, reflected, in public record.

It is the purchaser's intent to renovate the subject property upon purchase.

Sincerely,

Buffy B. Day

Buffy B. Day
Closing Specialist

THERE WAS RECORDED:

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

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 127 Saxony Drive, Houma, LA, owned by June Fischer, noting the following:

- The initial complaint was received on April 4, 2023
- The initial inspection conducted on April 4, 2023, indicated this structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering them hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structure appeared to be abandoned.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - It has not been maintained free from weeds in excess of 12 inches.
 - It may be a place of rodent harborage.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- The Notice of Violation was issued on April 11, 2023; published on May 12, 2023.

Mrs. Brown stated that, as of an inspection completed on January 29, 2024, this structure remains in violation and Administration recommends this structure be condemned.

The Chairman recognized Mr. Shane Robichaux, representing property owner GITSIT Solutions, who shared that the property is under foreclosure due to a reverse mortgage and that they have made some improvements to the property until they can evaluate and decide whether to renovate or sell as is.

At Mr. C. Harding's request, Nuisance Abatement Assistant Director Deon Stewart recommended that the property be condemned.

At Mr. S. Trosclair's request, Assistant Parish Attorney Brianna Orgeron suggested that this matter be continued due to concerns regarding foreclosure proceedings and new ownership for the property.

Mr. C. Harding moved, seconded by Mr. K. Chauvin, "THAT, the Council continue the condemnation proceedings until April 23, 2024, on the residential structure at 127 Saxony Drive, Houma, LA, owned by June Fischer."

The Chairman called for the vote on the motion offered by Mr. C. Harding.

THERE WAS RECORDED:

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

NAYS: C. Hamner

ABSENT: None.

The Chairman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential accessory structure located at 105 Roselawn Avenue, Houma, LA owned by (Estate) Yvette M. McDaniel and Lakisha T. Jasper, noting the following:

- The initial complaint was received on May 26, 2023
- The initial inspection conducted on May 26, 2023, indicated this residential accessory structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering them hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present;
 - The structure appeared to be abandoned.

Category Number:
Item Number: 6.



Monday, April 8, 2024

Item Title:

Amend Condemnation Order – 1192 Highway 55

Item Summary:

Amend the condemnation order adopted on October 24, 2023, on the residential mobile home located at 1192 Highway 55, owned by Jason P. Authement, by changing the deadline to complete demolition and/or removal from November 30, 2023, to October 1, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/3/2024	Executive Summary
Backup Material	4/3/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Amend Condemnation Order – 1192 Highway 55

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the condemnation order adopted on October 24, 2023, on the residential mobile home located at 1192 Highway 55, owned by Jason P. Authement, by changing the deadline to complete demolition and/or removal from November 30, 2023, to October 1, 2024.

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

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

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

Steve Trosclair

04/03/24

Signature

Date

A CERTAIN TRACT OF LAND situated in the Parish of Terrebonne, State of Louisiana, being described as TRACT B, 34,010 SQ. FT. on a plat of survey entitled, "SURVEY OF TRACTS A & B, A REDIVISION OF A PORTION OF ADDENDUM NO. 3 TO CONNLEY SUBDIVISION, SECTION 96, T17S-R17E, TERREBONNE PARISH, LOUISIANA," said plat prepared by Keneth L. Rembert, recorded in Terrebonne Parish on March 14, 2002 at Entry No. 1116062 and said tract having such boundaries and dimensions as shown thereon, together with all rights, ways, privileges and servitudes thereunto belonging and anywise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structure by January 23, 2024 in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

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

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential mobile home located 1192 Highway 55 owned by Jason P. Authement, noting the following:

- The initial complaint was received on December 21, 2020, and the initial inspection was completed on January 6, 2021.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.
- The Notice of Violation was issued on January 6, 2022; reissued November 1, 2022; published November 21, 2022, and notice re-issued to new property owner January 3, 2023; and received on January 17, 2023.

Mrs. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. S. Trosclair moved, seconded by Mr. D. J. Guidry, "THAT, the Council find the residential mobile home located at 1192 Highway 55 owned by Jason P. Authement, per legal description,

A certain batture tract of land located in Section 9, T-18-S, R-19-E, in the Parish of Terrebonne, Louisiana, on the left descending bank of Bayou Terrebonne, at a distance of about fifteen (15) miles below the City of Houma, measuring a front of One Hundred Seventy-five (175') feet more or less, on the west side of State Highway 69, by such depth as is found between Bayou Terrebonne and the Public Highway; bounded above by property of Widow

and Heirs of Cleus J. LeBoeuf, and below by property of Onezippe Arcement formerly, now Lotaire Robichaux; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by November 30, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED:

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

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 7217 Park Avenue owned by Rochelle Boudreaux Cochran & Bridget Boudreaux Bourgeois, noting the following:

- The initial complaint was received on January 26, 2023, and the initial inspection was completed on February 14, 2021.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.
- The Notice of Violation was issued on February 17, 2023; received on March 7, 2023.

Ms. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. Ray Schlaudecker, property owner, stated that some areas of the structure have been maintained, and there are more areas of the property that need to be repaired.

Mr. G. Michel inquired about which portion of the property is being condemned.

Mr. G. Michel moved, seconded by Mr. D. J. Guidry, “THAT, the Council find the residential structure located at 7217 Park Avenue owned by Rochelle Boudreaux Cochran & Bridget Boudreaux Bourgeois per legal description,

One certain tract of land located in Section 6, Township 17 South, Range 17 East, Terrebonne Parish, Louisiana, more specifically designated as Tract A-C-D-E-Z-Y-X-A as shown on that certain Survey by Kenneth L. Rembert, Surveyor, dated July 14, 1997, entitled "PLAT SHOWING PROPOSED BOUNDARY AGREEMENT LINE X-Y-Z, IN SECTION 6, TOWNSHIP 17 SOUTH, RANGE 17 EAST, TERREBONNE PARISH, LOUISIANA", a copy



Monday, April 8, 2024

Item Title:

Accept an Assignment between ACSW Architects, LLC and AQ Studios, LLC for a Project to Repair or Replace Various Damaged Buildings and Structures

Item Summary:

RESOLUTION: Authorizing Parish Administration to Accept an Assignment between ACSW Architects, LLC and AQ Studios, LLC for a Project to Repair or Replace Various Damaged Buildings and Structures at Terrebonne Parish Consolidated Government's South Campus Facility.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/1/2024	Executive Summary
Resolution	4/1/2024	Resolution
Assignment of Agreement for Professional Services	4/1/2024	Backup Material
Signed Agreement for Professional Services	4/1/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
RESOLUTION: Authorizing Parish Administration to Accept an Assignment between ACSW Architects, LLC and AQ Studios, LLC for a Project to Repair or Replace Various Damaged Buildings and Structures at Terrebonne Parish Consolidated Government’s South Campus Facility.

PROJECT SUMMARY (200 WORDS OR LESS)
AQ Studios, LLC is now the owner of ACSW Architects, LLC and wishes to assume all rights of ACSW Architects, LLC under the said Professional Services Agreement.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
On July 21, 2023, ACSW Architects, LLC entered into an Agreement for Professional services with TPCG which is filed for record with the Terrebonne Parish Recorder of Mortgages. On February 1, 2024, a 100% ownership interest in and to ACSW Architects, LLC was sold to AQ Studios, LLC.

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

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



Noah J. Lirette, Chief Administrative Officer

4/1/24

Date

OFFERED BY: _____
SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE PARISH ADMINISTRATION TO ACCEPT AN ASSIGNMENT BETWEEN ACSW ARCHITECTS, LLC AND AQ STUDIOS, LLC FOR A PROJECT TO REPAIR OR REPLACE VARIOUS DAMAGED BUILDINGS AND STRUCTURES AT TERREBONNE PARISH CONSOLIDATED GOVERNMENT’S SOUTH CAMPUS FACILITY.

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, on July 21, 2023, ACSW Architects, LLC entered into an Agreement for Professional Services with Terrebonne Parish Consolidated Government, which is filed for record with the Terrebonne Parish Recorder of Mortgages on July 28, 2023 at Entry No. 1676256 (the Professional Services Agreement is attached as Exhibit A); and

WHEREAS, on February 1, 2024, a 100% ownership interest in and to ACSW Architects, LLC was sold to AQ Studios, LLC, Assignee herein; and

WHEREAS, AQ Studios, LLC, herein is now the owner of ACSW Architects, LLC and wishes to assume all rights of ACSW Architects, LLC under the said Professional Services Agreement; and

WHEREAS, Terrebonne Parish Consolidated Government, Owner of the Professional Services Agreement consents to the assignment provided AQ Studios, LLC, provide proper proof of insurance evidencing its indemnification and coverage for ACSW Architects, LLC, and provided ACSW Architects, LLC, is not released from its obligations under the Professional Services Agreement (the Assignment is attached as Exhibit B).

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 accept assignment between ACSW Architects, LLC and AQ Studios for a project to repair or replace various damaged buildings and structures at TPCG’s South campus facility.

SECTION II

If any word, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be 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 and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS: _____

NAYS: _____

NOT VOTING: _____

ABSTAINING: _____

ABSENT: _____

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

CHAIRMAN TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, _____, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Assembled Council 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

STATE OF LOUISIANA

PARISH OF TERREBONNE

**ASSIGNMENT OF
AGREEMENT FOR PROFESSIONAL SERVICES**

Before the undersigned Notary(ies) Public in and for their respective parishes in the state of Louisiana, and in the presence of the undersigned competent witnesses came and appeared:

ACSW ARCHITECTS, LLC, a Louisiana Corporation represented herein by its duly authorized representative, with a mailing address for purposes herein of 115 East Main Street., Lafayette LA 70501, hereinafter “Assignor”; and

AQ STUDIOS, LLC, a Louisiana limited liability company represented herein by one of its duly authorized managers, with a mailing address of 115 East Main Street., Lafayette LA 70501, hereinafter “Assignee”;

who agree as follows:

WHEREAS, on July 21, 2023, Assignor entered into an Agreement for Professional Services with Terrebonne Parish Consolidated Government, which is filed for record with the Terrebonne Parish Recorder of Mortgages on July 28, 2023 at Entry No. 1676256 (hereinafter, the Professional Services Agreement); and

WHEREAS, on February 1, 2024, a 100% ownership interest in and to ACSW Architects, LLC was sold to AQ Studios, LLC, Assignee herein;

WHEREAS, Assignee herein is now the owner of ACSW Architects, LLC, and wishes to assume all rights of Assignor under the said Professional Services Agreement;

WHEREAS, Terrebonne Parish Consolidated Government, Intervenor herein and Owner of the Professional Services Agreement consents to the assignment provided Assignee provide proper proof of insurance evidencing its indemnification and coverage for Assignor, and provided Assignor is not released from its obligations under the Professional Services Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee all its rights, benefits, privileges, and interests, in that Agreement for Professional Services between Terrebonne Parish Consolidated Government as Owner and ACSW Architects, LLC, is filed for record with the Terrebonne Parish Recorder of Mortgages on July 28, 2023 at Entry No. 1676256, in the records of Terrebonne Parish, Louisiana (the “Professional Services Agreement”). Assignor further assigns and transfers to Assignee all its rights, privileges, and interests in and to all Assignor’s plans, drawings, specifications, and submissions (“Plans”) used in the Professional Service Agreement. It is expressly understood and agreed that this Assignment shall be a present, absolute, and unconditional assignment of the Professional Services Agreement and Plans and the right, power, privilege and option to modify or amend the Professional Services Agreement or the Plans.

2. **Effective Date.** The effective date of this Assignment Agreement shall be March 27, 2024, regardless of the date of execution of this Act.

3. **Invoices and Payment.** Assignor and Joint Venture shall no longer invoice the Terrebonne Parish Consolidated Government and the Terrebonne Parish Consolidated Government will no longer pay Assignor. Assignee shall submit invoices and Terrebonne Parish Consolidated Government shall pay Assignee as per the terms of the Professional Services Agreement. Assignor and Assignee agree that payments made by Terrebonne Parish Consolidated Government to Assignor under the Professional Service Agreement prior to the date of execution of this Assignment Agreement, as well as payments made to Assignee under the Professional Services Agreement after the effective date of this Assignment Agreement shall extinguish those debts as to ACSW Architects, LLC.

4. **Notice.** Assignee and Assignor hereby agree that notice from the Terrebonne Parish Consolidated Government regarding any obligations or rights under the Professional Services Agreement to ACSW Architects, LLC prior to the date of execution of this Assignment Agreement shall constitute notice.

5. **Assumption.** Assignee and Assignor accept the foregoing and Assignee hereby assumes and agrees to perform all the obligations of Assignor under the Professional Services Agreement that accrue or arise after the effective date hereof. Assignor and Assignee shall be liable and responsible for all obligations and liabilities under the Professional Services Agreement that accrued or arose prior to and subsequent to the date hereof.

6. **No Default.** Assignor warrants to Assignee that the Professional Services Agreement is in full force and effect and that Assignor is not in default of any obligations arising under the Professional Services Agreement.

7. **Continuing Liability of Assignor.** Assignor and Assignee hereby acknowledge that they remain liable, *in solido*, for all obligations arising under the Professional Services Agreement. Assignor and Assignee each agree to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any act, omission, negligence, or strict liability of Assignor or Assignee, their agents, servants, officers and/or employees, related to the performance or nonperformance of the Professional Services Agreement herein assigned, including any and all costs, expense and/or attorney's fees incurred by the Terrebonne Parish Consolidated Government, all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action, except those arising out of the sole negligence of the Terrebonne Parish Consolidated Government, its departments, agencies, councils, boards and commissions, their officers, agents, servants and/or employees including volunteers. Assignor and Assignee agree to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole expense related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

8. **Incorporation of Professional Services Agreement.** This Assignment Agreement incorporates all the terms, conditions, representations, warranties, obligations, and covenants in the Professional Services Agreement. Nothing in this Assignment Agreement is intended to modify, limit, alter, or amend any of the rights of Terrebonne Parish Consolidated Government under the Professional Services Agreement.

9. **Assurances.** Contemporaneous with this Assignment, Assignee provides to Terrebonne Parish Consolidated Government all verifications of coverage and certificates of insurance required under the Professional Services Agreement, in addition to new requirements that Assignee name Assignor as a certificate holder and additional insured on all policies required under the Professional Service Agreement for the duration of that agreement.

10. **Terrebonne Parish Consolidated Government's Consent.** Assignor and Assignee acknowledge that Section 8.10 the Professional Services Agreement prohibits assignment of the Professional Services Agreement without the consent of Terrebonne Parish Consolidated Government. The Terrebonne Parish Consolidated Government hereby intervenes to give its written consent to this Assignment Agreement by virtue of Terrebonne Parish Council Resolution _____.

11. **Counterparts.** This Assignment Agreement may be executed in multiple identical counterparts and, when taken together, shall constitute one and the same instrument.

12. **Request to Clerk.** The parties hereby direct and request the Recorder of Mortgages and Conveyances of Terrebonne Parish, Louisiana to make note of this Assignment Agreement in the margins of the original Professional Services Agreement in mortgages to serve as occasion may require.

THUS DONE AND SIGNED on this day ____day of March 2024 in _____, Louisiana, before me, a notary public and in the presence of the undersigned competent witnesses after due and complete reading of the whole.

WITNESSES: **ASCW ARCHITECTS, LLC**

x _____

by: _____

its: _____

THUS DONE AND SIGNED on this day ____day of March 2024 in _____, Louisiana, before me, a notary public and in the presence of the undersigned competent witnesses after due and complete reading of the whole.

AQ STUDIOS, LLC

x _____

by: _____

its: _____

NOTARY PUBLIC

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :
TERREBONNE PARISH CONSOLIDATED GOVT
P.O. BOX 2768
ATTN: ACCOUNTING
HOUMA, LA 70360

First MORTGAGOR

TERREBONNE PARISH CONSOL GOVERNMENT

First MORTGAGEE

ACSW ARCHITECTS L L C

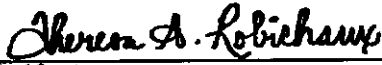
Index Type : MORTGAGES
Type of Document : CONTRACT
Recording Pages : 49

File # : 1676256

Book : 3447 Page : 1

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.


Clerk of Court

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 07/28/2023 at 11:19:40
Recorded in Book 3447 Page 1
File Number 1676256

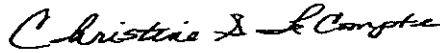


On (Recorded Date) : 07/28/2023

At (Recorded Time) : 11:19:40AM



Doc ID - 016157660049


Deputy Clerk

Return To : TERREBONNE PARISH CONSOLIDATED GOVT
P.O. BOX 2768
ATTN: ACCOUNTING
HOUMA, LA 70360

STATE OF LOUISIANA

PARISH OF TERREBONNE

AGREEMENT FOR PROFESSIONAL SERVICES

Before the undersigned Notary(ies) Public in and for their respective parishes in the state of Louisiana, and in the presence of the undersigned competent witnesses came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (OWNER), a political subdivision of the state of Louisiana whose mailing address for the purposes herein is PO Box 2768, Houma LA 70361, represented by Gordon E. Dove, its duly authorized parish president, by virtue of Terrebonne Parish Council Resolution No. 22-118 or his duly authorized Designee, Michael C. Toups, Parish Manager, by virtue of that certain Act of Designation filed for record at Terrebonne Parish Conveyance Entry No.1627089; and

ACSW Architects, L.L.C. (ARCHITECT/CONSULTANT), a limited liability company authorized and licensed to perform the work described herein, with a mailing address of 115 East Main Street Lafayette, LA 70501 represented herein by Chad Abell, its duly authorized executive officer;

who agree as follows:

OWNER intends to Repair or Replace various damaged buildings, structures, etc. at TPCG South Campus Facility located at 1860 Grand Caillou Road, Houma, LA 70363.

(hereinafter called the Project[s]); said Repair/Replacement to be performed with assistance from CONSULTANT as per the specific job tasks outlined below.

ARCHITECT'S SCOPE OF SERVICE

ARCHITECT shall, in accordance with the Contract Documents, conduct site visits; evaluate damage assessments and apply Consensus Based Codes Standards and Specifications (CBCSS) for the repair or replacement of said structure; prepare opinion of probable project cost including modification or replacement of existing structure, including the following services:

- I. Assist OWNER in coordinating the work.
- II. Coordination of any architecture reports, geotechnical investigations, funding applications or agreements, right-of-way documents, environmental assessments or environmental impact statements required.
- III. Professional Architecture/ARCHITECT Services for certain facilities that sustained damage due to Hurricane Ida. Projects will consist of evaluation of damage assessments and applying Consensus Based Codes Standards and Specifications (CBCSS) for the repair or replacement of said structure, which will be submitted for public bid.
- IV. Assist the OWNER in the advertisement for bids, bid evaluation and contract award.
- V. Provide contract administration and project representative during construction.
- VI. Review and recommend action on pay requests from CONTRACTOR through the end of the construction.
- VII. Provide construction and inspection services.

VIII. Task specific scope of services to be performed by CONSULTANT under this agreement shall be set forth in individual task orders using the general format set forth in Exhibit D (hereinafter referred to as a "Task Order"), attached hereto and incorporated herein by reference. As funding will prepare task specific scope, schedule, cost, and deliverables for CLIENT approval and authorization.

Task Order Process

- i) Upon the request of the CLIENT, CONSULTANT shall prepare a Task Order containing an identification of the project (hereinafter referred to as the "Project"), description of the Contracted Services, compensation to be paid to CONSULTANT for the performance of the Contracted Services (hereinafter referred to as "Compensation"), and a proposed schedule for the performance (hereinafter referred to the "Project Schedule") for the Contracted Services.
- ii) Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date will be set forth in the individual Task Order.
- iii) Changes to the Task Order shall be made in writing and signed by both parties as an amendment, which will clearly define the terms to be amended.
- iv) Task Orders for Permanent Work Design Project Compensation will be based on the appropriate curve for the project as per Exhibit A – FEMA Public Assistance Cost Estimating Tool for Architecture and Design Services.
- v) Task Orders granted for additional services shall be compensated as outlined in Paragraph 5.1.2 of this contract and as per Exhibit E – Schedule of Representative Fees with a Not To Exceed amount listed.

The services described above are more fully detailed as follows:

OWNER and ARCHITECT in consideration of their mutual covenants herein agree in respect of the performance of professional architecture services by ARCHITECT and the payment for those services by OWNER as set forth below.

ARCHITECT shall provide professional services for OWNER in the phases of the Project to which this agreement applies, serve as OWNER's professional architecture representative for the project as set forth below and shall give professional Architecture consultation and advice to the OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ARCHITECT

- 1.1 General ARCHITECT shall perform professional services hereinafter stated which include customary civil, structural, mechanical, and electrical Architecture services incidental thereto.
- 1.2 Study and Report Phase. After authorization to proceed, ARCHITECT shall:
 - 1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the project and review available data.
 - 1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.3, and act as OWNER's representative in connection with any such services.
 - 1.2.3 Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
 - 1.2.4 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

- 1.2.5 Prepare a report containing a statement of project scope with scope determination drawings, design criteria, and with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges for all professionals and consultants, allowances for the cost of land and rights-of-way, and financing charges (all of which are hereinafter called "Project Costs").
 - 1.2.6 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultation with such authorities.
 - 1.2.7 Furnish two paper copies and one electronic copy of the Report and review them in person with OWNER.
- 1.3 Preliminary Design Phase. After authorization to proceed with Preliminary Design Phase, ARCHITECT shall:
 - 1.3.1 In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.
 - 1.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
 - 1.3.3 Advise OWNER if additional data or services of the types described in Paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.
 - 1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.
 - 1.3.5 Furnish five (5) paper copies and one electronic copy of the above Preliminary Design Documents and present and review them in person with OWNER.
- 1.4 Final Design Phase
 - 1.4.1 After authorization to proceed with the final design phase, the ARCHITECT shall, on the basis of accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
 - 1.4.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals for such governmental authorities as have jurisdiction over design criteria applicable to the project and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
 - 1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the project for Construction Cost and furnish a revised Project Cost based on the Drawings and Specifications.
 - 1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
 - 1.4.5 Prepare for review by OWNER a summary of design criteria and methods of design.
 - 1.4.6 Furnish four paper copies and one electronic copy of the above documents generated in Sections 1.4.1 through 1.4.5, inclusive and present, and review them with OWNER.
- 1.5 Bidding or Negotiating Phase. After authorization to proceed with the Bidding or Negotiating Phase has been received from the OWNER, ARCHITECT shall:

- 1.5.1 Assist OWNER in advertising and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services, and where applicable, assist OWNER in maintaining a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 1.5.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractor(s) (hereinafter called "Contractor(s)" for those portions of the work as to which acceptability is required by the bidding documents.
- 1.5.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.5.4 Attend the bid opening and assist the OWNER in evaluating bids or proposals and in assembling and awarding contracts.
- 1.5.5 Furnish any addenda or supplement information issued during the bid process to the OWNER.
- 1.5.6 Furnish a bid tabulation, bid evaluation and information on any substitute materials and equipment at the end of the bidding process for the project to the OWNER.
- 1.6 Construction Phase. During the Construction Phase, ARCHITECT shall:
 - 1.6.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER's instructions to Contractor(s) will be issued through ARCHITECT who will have authority to act on behalf of OWNER, to the extent provided in said General Conditions, except as otherwise provided in writing by OWNER to ARCHITECT.
 - 1.6.2 Furnish the Contractor's proposed schedule with comments after award of contract and before commencement of construction to the OWNER.
 - 1.6.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), nor the safety procedures in connection therewith. ARCHITECT'S efforts will be directed toward providing greater degree of confidence for OWNER that the complete work of the Contractor(s) will conform to the Contract Documents. During such visits and on the basis of on-site observations ARCHITECT shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and shall disapprove or reject work failing to conform to the Contract Documents.
 - 1.6.4 Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections Contractor's plans for compliance with NPDES/LPDES requirements and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in

accordance with the Contract Documents.

- 1.6.5 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT shall not be liable for the results of any such interpretations or decisions rendered by him in good faith, provided that such interpretation or decision is reasonable.
- 1.6.6 Based on ARCHITECT'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor's and recommend in writing, payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER based on such observations and review, that the work has, to the best of the ARCHITECT'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ARCHITECT has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) has completed the work exactly in accordance with the Contract Documents.
- 1.6.7 Furnish an updated schedule to the OWNER on a periodic basis.
- 1.6.8 Furnish a copy of the project log to the OWNER once a week during the course of construction.
- 1.6.9 Furnish a copy of any change orders, punch lists, etc., generated during the course of construction to the OWNER.
- 1.6.10 Notify the OWNER and conduct an inspection with him to determine if the project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT may recommend, in writing, final payment to each Contractor.
- 1.6.11 In connection with recommending final payment of the Contractor(s), the ARCHITECT shall also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. ARCHITECT shall serve and record the notice of acceptability of work in compliance with the requirements for service of notice under the Louisiana Public Works Act, including, but not limited to Louisiana Revised Statute 38:2241.1, subject to any conditions herein expressed, and subject to the limitations expressed in Paragraph 1.6.5.
- 1.6.12 ARCHITECT shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other person (except ARCHITECT'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Paragraphs 1.6.1 through 1.6.7, inclusive, shall be construed to release ARCHITECT from liability for failure to properly perform duties undertaken by him in the Contract

Documents.

- 1.6.13 In the event there is a conflict of interest between ARCHITECT plan or design specification and the contractor in construction, the ARCHITECT shall immediately disclose in writing to Owner all conflicts. The disclosure shall describe how the ARCHITECT proposes to resolve any conflicts.

SECTION 2 - ADDITIONAL SERVICES OF ARCHITECT

- 2.1 General. If authorized in writing by OWNER, ARCHITECT shall furnish or obtain from others additional services of the following types which are not considered normal or customary Basic Services. These will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of permit applications and supporting documents for governmental grants, loans or advances in connection with the project; preparation of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in extent of the project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond ARCHITECT'S control.

2.1.4 Providing rendering of models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s); work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value Architecture during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical architecture and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.3 when OWNER authorizes ARCHITECT to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8 Services resulting from the award of more separate prime contracts for construction, materials, equipment, or services for the project than are contemplated by Paragraph 5.1.1.1, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9 Providing any type of field surveys for design purposes and architecture surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

- 2.1.10 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.1.11 Services during out-of-town travel required of ARCHITECT other than visits to the site as required by Section 1.
- 2.1.12 Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor(s) to ARCHITECT.
- 2.1.13 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of contract time of any prime contract, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.14 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.15 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the project.
- 2.1.16 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.17 Additional services in connection with the project, including services normally furnished by OWNER and services not otherwise provided for in this Agree.

2.2 Resident Services During Construction

- 2.2.1 If requested by OWNER or recommended by ARCHITECT and agreed to by the other, a Resident Project Representative will be furnished and will act as directed by ARCHITECT in order to assist ARCHITECT in observing performance of the work of Contractor(s). Such services will be paid for by the OWNER as indicated in Paragraph 5.1.2.4.
- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants are as follows:
 - 2.2.2.1 General. Resident Project Representative is ARCHITECT'S Agent and will act as directed by and under the supervision of ARCHITECT and will confer with ARCHITECT regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site work, shall in general be with ARCHITECT and Contractor and dealings with subcontractors shall only be through or with the full knowledge of the Contractor. Written communication with OWNER will be only through or as directed by ARCHITECT.
 - 2.2.2.2 Duties and Responsibilities. Resident Project Representative will:
 - 2.2.2.2.1 Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with ARCHITECT concerning their

acceptability.

2.2.2.2.2 Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ARCHITECT and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

2.2.2.2.3 Liaison:

2.2.2.2.3.1 Serve as ARCHITECT'S liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist ARCHITECT in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.

2.2.2.2.3.2 As requested by ARCHITECT, assist in obtaining from OWNER additional details or information, when required at the job site, for proper execution of the work.

2.2.2.2.4 Shop Drawings and Samples:

2.2.2.2.4.1 Receive and record data of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ARCHITECT of their availability for examination.

2.2.2.2.4.2 Advise ARCHITECT and CONTRACTOR or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ARCHITECT.

2.2.2.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

2.2.2.2.5.1 Conduct on-site observations of the work in progress to assist ARCHITECT in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

2.2.2.2.5.2 Report to ARCHITECT whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirement of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ARCHITECT when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

2.2.2.2.5.3 Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents

and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof, observe, record and report to ARCHITECT appropriate details relative to the test procedures and startups.

2.2.2.2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ARCHITECT.

2.2.2.2.6 Interpretation of Contract Documents: Transmit to CONTRACTOR, ARCHITECT's clarifications, and interpretations of the Contract Documents.

2.2.2.2.7 Modifications: Consider and evaluate CONTRACTOR's suggestion for modifications in Drawings or specifications and report them with recommendations to ARCHITECT.

2.2.2.2.8 Records:

2.2.2.2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, filed ordered, additional Drawings issues subsequent to the execution of the Contract, ARCHITECT's clarifications and interpretations of the Contract Documents progress reports, and other Project related documents.

2.2.2.2.8.2 Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Send copies to ARCHITECT.

2.2.2.2.8.3 Record names, addresses, and telephone numbers of all CONTRACTOR, subcontractors and major suppliers of materials and equipment.

2.2.2.2.9 Reports:

2.2.2.2.9.1 Furnish ARCHITECT periodic reports as required of progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

2.2.2.2.9.2 Consult with ARCHITECT in advance of scheduled major tests, inspections or start of important phases of the work.

2.2.2.2.9.3 Report immediately to ARCHITECT upon the occurrence of any accident.

2.2.2.2.10 Payment Requisitions: Review applications for payment with CONTRACTOR for compliance with the established

procedures for their submission and forward them with recommendations to ARCHITECT, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated in the work.

2.2.2.2.11 Certificates, Maintenance and Operation Manuals: During the course of work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ARCHITECT for his review and forwarding to OWNER prior to final acceptance of the work.

2.2.2.2.12 Completion:

2.2.2.2.12.1 Before ARCHITECT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

2.2.2.2.12.2 Conduct final inspection in the company of ARCHITECT, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.

2.2.2.2.12.3 Verify that all items on final list have been completed or corrected and make recommendations to ARCHITECT concerning acceptance.

2.2.2.3 Limitations of Authority. Except upon written instructions of ARCHITECT, Resident Project Representative:

2.2.2.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.

2.2.2.3.2 Shall not exceed limitations on ARCHITECT's authority as set forth in the Contract Documents.

2.2.2.3.3 Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR's superintendent, or expedite the work.

2.2.2.3.4 Shall not advise or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

2.2.2.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work.

2.2.2.3.6 Shall not authorize OWNER to occupy the project in whole or part.

2.2.2.3.7 Shall not participate in specialized field or laboratory tests.

2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of

such resident project representation will not make ARCHITECT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents provided that nothing contained herein shall relieve ARCHITECT of the obligation imposed by this agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies and electronic copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist ARCHITECT by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 3.3 Furnish to ARCHITECT, as required for performance of ARCHITECT's "Basic Services" data prepared by or services of others including without limitation core borings, probing and subsurface explorations, cultural resources investigations, hydrographic surveys, laboratory tests, water quality analysis, and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions, zoning, deed and other land use restrictions; and other special data or consultations not covered in Section 2; all of which ARCHITECT may rely upon in performing his services.
- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ARCHITECT to enter upon public and private property as required by ARCHITECT to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ARCHITECT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as OWNER may require or ARCHITECT may reasonably request with regard to legal issues pertaining to the project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspections services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such persons shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's services.
- 3.10 Give prompt written notice to ARCHITECT whenever OWNER observes or otherwise

becomes aware of any development that affects the scope of timing of ARCHITECT's services, or any defect in the work of the Contractor(s).

3.11 Furnish or direct ARCHITECT to provide necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.12 Bear all costs incident in compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1 This agreement shall become effective on the date of signature of the last party signing this agreement. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase within the contract time provided in the construction agreement. ARCHITECT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the project, including extra work and required extensions thereto. The rendering of such services required by extra work or extension of the construction contract time shall be considered an Additional Service as provided in Paragraph 5.1.2 and shall entitle the ARCHITECT to additional compensation to construction administration and project representation.

4.2 For services furnished under the Study and Report Phase under Section 1 – Basic Services, Paragraph 1.2, ARCHITECT shall, within the time specified by the Task Order(s), provide Owner with a revised preliminary project budget, at which time ARCHITECT will advise Owner as to the feasibility of construction of the improvements described in this Agreement.

4.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the extent of the project desired by OWNER, and upon authorization from OWNER, ARCHITECT shall proceed with the performance of the services called for in the Design Phase. During the Preliminary Design Phase, ARCHITECT shall perform the work outlined in Section 1 – Basic Services, Paragraph 1.3. The Preliminary Design Phase Services for each prime contract will be completed and ARCHITECT's documentation and opinion of costs submitted within the time specified by the Task Order(s).

4.4 After acceptance by OWNER of the Preliminary Design Phase and upon authorization from OWNER, ARCHITECT shall proceed with the performance of the services called for in the Final Design Phase. During the Final Design Phase, ARCHITECT shall perform the work outlined in Section 1 – Basic Services, Paragraph 1.4. The Final Design Phase Services for each prime contract will be completed and Contract Documents and ARCHITECT's opinion of costs delivered to Owner within the time specified by the Task Order(s).

4.5 ARCHITECT'S services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the project.

4.6 After acceptance by OWNER of the ARCHITECT's Drawings, Specifications and other Final Design Phase documentation, including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in Paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof and will terminate upon written

approval by ARCHITECT of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the project involves more than one prime contract.

- 4.8 If OWNER has requested significant modifications or changes in the extent of the project, the time of performance of ARCHITECT's services and his various rates of compensation shall be adjusted appropriately.
- 4.9 If OWNER fails to give authorization to proceed with any phase of services within 90 calendar days after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 120 calendar days (plus such additional time as may be required to complete the services called for under Paragraph 6.2.2.5) after completion of the Final Design Phase, ARCHITECT may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement.
- 4.10 If ARCHITECT's services for design or during construction of the project are delayed or suspended in whole or in part by OWNER for more than three (3) months for any reason beyond ARCHITECT's control, ARCHITECT shall, on written demand to OWNER, (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond the ARCHITECT's control, or if ARCHITECT for any reason is required to render services more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to re-negotiation.
- 4.11 In the event that the work designed or specified by ARCHITECT is to be performed under more than one prime contract, OWNER and ARCHITECT shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ARCHITECT's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and the provisions of Paragraph 4.4 through 4.11, inclusive, will be modified accordingly.

METHOD OF PAYMENT

SECTION 5 – CONSIDERATION AND PAYMENTS TO ARCHITECT

- 5.1 In consideration for services rendered by Architect, Owner shall pay ARCHITECT in accordance with the following Methods of Payment for Services and Expenses.
 - 5.1.1 For Basic Services. Owner shall pay ARCHITECT for Basic Services, inclusive of services of ARCHITECT's Resident Project Representative and Post-Construction Phase services, if any, using an Architecture Fee Percentage Curve, as follows:
 - 5.1.1.1 *General. An amount equal to a percentage of the Construction Cost based on the appropriate FEMA Public Assistance Cost Estimating Tool for Architecture and Design Services. The percentage fee will be calculated using the total Low Bid Construction Cost of the project. Based on the Final Opinion of Probable Construction Cost, or as determined in Paragraph 5.1.1.2, the estimated lump sum fee will be calculated and incorporated into a Task Order, if applicable.* This amount includes compensation for ARCHITECT's Services and services of ARCHITECT's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, and profit.
 - 5.1.1.2 As a basis for payment to Architect, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Architect:
 - 5.1.1.2.1 For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by

ARCHITECT and paid by Owner.

- 5.1.1.2.2 For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
- 5.1.1.2.3 For Work designed or specified but not constructed upon which no such Bid or proposal is received, ARCHITECT's most recent opinion of probable Construction Cost.
- 5.1.1.3 Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
- 5.1.2 For Additional Services. OWNER shall pay ARCHITECT for Additional Services rendered under Section 2 of this Contract as follows:
 - 5.1.2.1 General. For Additional Services rendered under Paragraphs 2.1.1 through 2.1.17, ARCHITECT shall be compensated on the basis of Exhibit "E" – "Schedule of Representative Fees."
 - 5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by ARCHITECT pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of Exhibit "E" – "Schedule of Representative Fees". Services and reimbursable expenses of special consultants will be approved and paid for by ARCHITECT.
 - 5.1.2.3 Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16, at the rate of \$500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 5.1.2.1).
 - 5.1.2.4 Resident Project Services. Fees for resident services during construction furnished under Paragraph 2.2 of this Agreement rendered by principals and employees assigned to field offices in connection with resident project representation shall be included in said Task Order.
- 5.1.3 For Reimbursable Expenses. Reimbursable expenses are inclusive of the payments provided for in Paragraphs 5.1.1 and 5.1.2 and inclusive of the Architecture Fee Percentage Curve.
- 5.1.4 As used in this Paragraph 5.1, the term "Construction Cost" will have the meaning assigned to it in Paragraph 6.1; the term "Reimbursable Expenses" will have the meaning assigned to it in Paragraph 5.4 and the term "Limitation of Cost" will have the meaning assigned to it in Paragraph 5.5.
- 5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a Limitation of Cost in the amount specified, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.
- 5.2 Times of Payments
 - 5.2.1 ARCHITECT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's estimate of the proportion of the total services actually completed at the time of the billing. OWNER shall make prompt monthly payments in response to the ARCHITECT's monthly statements subject to limitations referenced in Paragraph

5.2.2.

5.2.2 OWNER shall not be obligated to compensate ARCHITECT for any phase of Basic Services beyond the prescribed percentage of that phase as it relates to the total Basic Services fee and the actual percentage completion as judged by OWNER. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of each phase to the following percentages of total compensation for all phases of Basic Services:

Phase	Percentage
Study and Report Phase	5 %
Preliminary Design Phase	20 %
Final Design Phase	50 %
Bidding or Negotiating Phase	5 %
Construction Phase	15 %
Project Closeout	5 %
Total	100 %

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ARCHITECT for services and expenses within sixty (60) days after receipt of the ARCHITECT's bill, the amounts due ARCHITECT will therefore include a charge at the rate of 1% per month from said sixtieth day and in addition, ARCHITECT may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. In the event of termination by OWNER, under Paragraph 7.1, upon completion of any phase of the Basic Services, progress payment due ARCHITECT for the services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT will be paid for services rendered during the phase on the basis of Exhibit "E" for services rendered during that phase to date of the project. In the event of any such termination, ARCHITECT shall also be paid for all Additional Services completed through the termination date.

5.3.2 In the event the OWNER's construction program is delayed after the completion of the design phase on any one construction contract for a period in excess of four (4) months, and no construction bids are received on that contract, the ARCHITECT agrees to accept full compensation for his services to date, the percentage fee set forth in Paragraph 5.2.2 based upon the ARCHITECT's opinion of probable construction cost as prepared under Paragraph 1.4.3. Should the contract be bid at a later date, there will be no adjustment in the fees through the design phase; however, the architecture fee for the construction phase shall be based upon the total costs of all work performed as designed or specified by the ARCHITECT.

5.4 Definitions

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

5.5 Limitation of Cost

5.5.1 The parties to this agreement estimate that performance of required items of work, for which a Limitation of Cost is specified, will not cost the OWNER more than the estimated cost specified. The ARCHITECT agrees to use his best efforts to perform

all obligations under this agreement within the estimated cost.

5.5.2 The ARCHITECT shall notify the OWNER in writing whenever ARCHITECT has reason to believe that:

5.5.2.1 The cost the ARCHITECT expects to incur under this agreement, related to items for which a Limitation of Cost is specified, in the next 60 days, when added to all cost previously incurred, will exceed 75 percent of the estimated cost;

5.5.2.2 The total cost (same as 5.5.2.1) will be either greater or substantially less than had been previously estimated.

5.5.3 Except as required by other provisions of this agreement, the following conditions relative to compensation for work performed under this agreement, which is subject to a Limitation of Cost, shall apply:

5.5.3.1 The OWNER is not obligated to reimburse the ARCHITECT for costs incurred in excess of the estimated cost specified.

5.5.3.2 The ARCHITECT is not obligated to continue performance under this agreement, or otherwise incur cost in excess of the estimated cost specified, until the OWNER notifies the ARCHITECT in writing that the estimated cost has been increased and provides a revised estimated total cost of performing the work.

5.5.4 No notice, communication, or representation in any form other than that specified above, or from any person other than the OWNER's authorized representative, shall affect the estimated cost to the OWNER. In the absence of the specified notice, the OWNER is not obligated to reimburse the ARCHITECT for any cost in excess of the estimated cost.

5.5.5 If the estimated cost specified is increased, any cost the ARCHITECT incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward.

5.5.6 Change orders shall not be considered an authorization to exceed the estimated cost to the OWNER, unless they contain a statement increasing the estimated cost.

5.5.7 Consideration by payment herein is consideration for this entire agreement.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, unless this Agreement so specifies, nor will it include OWNER's legal accounting, insurance counseling or auditing services, or interest and financial charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5). When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ARCHITECT.

6.1.1 For completed construction work, the total costs of all work performed as designed or specified by ARCHITECT.

6.1.2 For work designed or specified, but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.1.3 For work designed or specified, but not constructed, upon which no such bid or proposal is received, the most recent estimate of Construction Cost or, if none is

available, ARCHITECT's most recent opinion of probable Construction Cost. Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from ARCHITECT's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

6.2 Opinions of Cost

6.2.1 Since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional Architect, familiar with the construction industry; but ARCHITECT cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If, prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Project or Construction Cost, he shall employ an independent cost estimator as provided in Paragraph 3.8.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ARCHITECT, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion. In order to be binding on OWNER, such acceptance must be in writing and signed by OWNER, expressly acknowledging it to be a revised opinion of probable Project or Construction Cost.

6.2.2.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3 ARCHITECT will be permitted to determine that materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4 If, through no fault of the ARCHITECT, the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ARCHITECT, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date of which proposals or bids are sought.

6.2.2.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or re-bidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of No. 3, ARCHITECT shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ARCHITECT's responsibility in this regard and, having done so, ARCHITECT shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATION

- 7.1 Termination or Suspension for Cause or Convenience. The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ARCHITECT have been made; but this contract may be terminated under any or all of the following conditions:
- 7.1.1 By mutual agreement and consent of the parties hereto.
 - 7.1.2 By the OWNER as a consequence of the failure of the ARCHITECT to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ARCHITECT.
 - 7.1.3 By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
 - 7.1.4 By the OWNER due to the departure for whatever reason of any principal member or members of the ARCHITECT's firm.
 - 7.1.5 By satisfactory completion of all services and obligations described herein.
 - 7.1.6 By the OWNER by giving thirty (30) days' notice to the ARCHITECT in writing and paying fees due for completed work.
- 7.2 Upon completion/termination the ARCHITECT shall deliver to the OWNER all plans and records of the work compiled to the date of termination and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.
- 7.3 Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days' notice given by the OWNER in writing to that effect, and the work may be reinstated and resumed in full force and effective upon receipt from the OWNER of thirty (30) days' notice in writing to that effect. Payment for termination shall be in accordance with Paragraph 5.3.2.
- 7.4 Notwithstanding any provisions in this Contract to the contrary, the indemnification obligations herein, and insurance requirements to the extent necessary to cover indemnification, shall survive termination of this contract.
- 7.5 Re-use of Documents. All documents including Drawings and Specifications prepared by ARCHITECT pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by ARCHITECT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT; and OWNER shall indemnify and hold harmless ARCHITECT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.
- 7.6 Successors and Assigns
- 7.6.1 OWNER and ARCHITECT each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
 - 7.6.2 Neither OWNER or ARCHITECT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall

prevent ARCHITECT from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder, at his own expense.

7.6.3 Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than OWNER and ARCHITECT.

7.7 Indemnification

7.7.1 ARCHITECT agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against all claims, lawsuits, demands, judgments, losses, damages, or expenses, including, but not limited to, bodily injury, death, or property damage or loss, which may occur or in any way grow out of any negligent act, error, or omission, or breach of contract of Architect, its contractors, subcontractors, agents, employees, assigns, or any person, juridical or non-juridical, for whom ARCHITECT is legally liable in the performance of the Services hereunder. Further, and as a result of any such claims, lawsuits and demands, ARCHITECT agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

7.7.2 The ARCHITECT shall not be obligated to indemnify TPCG, or the TPCG's elected or appointed officials, officers, directors, partners, agents, Consultants, and employees, from TPCG's gross negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

7.7.3 Notwithstanding any provision herein to the contrary, neither party waives any immunity available to them under the law.

7.8 Claim for Liens. The ARCHITECT shall hold the OWNER harmless from any and all claims for liens of labor, services or material furnished to the ARCHITECT in connection with the performance of its obligations under this contract.

7.9 Insurance Requirements.

7.9.1 Professional Liability Insurance. The ARCHITECT shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be not less than (\$1,000,000.00) per claim and (\$2,000,000.00) in the aggregate. This requirement shall extend to all professional subcontractors employed by the prime consultant ARCHITECT or surveyor. ARCHITECT shall provide certification of such insurance and a copy of the policy upon request.

7.9.2 General Liability Insurance. The ARCHITECT shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage; naming the Terrebonne Parish Consolidated Government as an additional insured. ARCHITECT shall provide certification of such insurance and a copy of the policy upon request.

7.9.3 Workers' Compensation Insurance. The ARCHITECT shall maintain workers' compensation coverage during the term of this agreement. The limits of this coverage shall be the Louisiana statutory minimum requirements and a waiver of subrogation shall be provided. Exception: Employers Liability limit is (\$1,000,000) when work is to be over water and involves maritime exposure. ARCHITECT shall provide certification of such insurance and a copy of the policy upon request. Terrebonne Parish Consolidated Government and the ARCHITECT mutually agree that it is their

intention to recognize the Terrebonne Parish Consolidated Government as the statutory employer of the ARCHITECT's employees (whether direct employees or statutory employees of the ARCHITECT) when any of the ARCHITECT's employees are doing work under this contract.

7.9.4 Auto Liability Insurance. The ARCHITECT shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum (\$1,000,000), combined single limit per accident for owned, non-owned and hired vehicles. ARCHITECT shall provide certification of such insurance and a copy of the policy upon request.

7.9.5 Deductibles and Self-Insured Retentions. ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either,

7.9.5.1 The OWNER shall accept and approve the deductible or self-insured retention.

7.9.5.2 The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER.

7.9.5.3 The ARCHITECT shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

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

7.9.6.1 General Liability and Automobile Liability Coverage:

7.9.6.1.1 OWNER is to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the ARCHITECT; products and completed operations of the ARCHITECT; premises owned, occupied or used by the ARCHITECT. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

7.9.6.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.

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

7.9.6.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against OWNER, for losses arising from work performed by the ARCHITECTS for OWNER.

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

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

7.9.8 Verification of Coverage. ARCHITECT shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are

to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES. OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 7.9.9 Subcontractors. ARCHITECT shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 8 – ADDITIONAL TERMS AND CONDITIONS

- 8.1 Standard of Care. The parties agree, in accordance with the professional ARCHITECT statutes and regulations of Louisiana, the standard of care for all professional architecture and related services performed by ARCHITECT under this Agreement will be the statutorily required care and skill ordinarily used by members of the subject profession practicing under similar circumstances. ARCHITECT warrants that it shall perform services in a timely and professional manner.
- 8.2 Technical Accuracy. Owner shall not be responsible for discovery deficiencies in the technical accuracy of ARCHITECT's services. ARCHITECT shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 8.3 Safety. While at the Site, Architect, its Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owners' safety programs of which ARCHITECT has been informed in writing.
- 8.4 Notices. Any notice permitted or required to be given herein shall be in writing delivered in person or by certified U.S. Mail, return receipt requested, to the parties at the address first written hereinabove. Either party may change its address or designated representative for notice by submitting notice to the other party in writing as directed in this section.
- 8.5 Records. ARCHITECT shall maintain all books and records pertaining to this Agreement for a period of four years after the date of termination of this Agreement. At any time during the term of this Agreement, and upon expiration or termination of this Agreement, the TPCG shall have the right to require ARCHITECT to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the TPCG.
- 8.6 Copyright. No work product, including records, reports, documents, memoranda, or notes obtained or prepared by the ARCHITECT under this Agreement shall be the subject of any copyright or application for copyright.
- 8.7 Audit. It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of inspecting and auditing all data, records, and accounts of the Architect, which relate to this Agreement.
- 8.8 Non-Waiver. Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 8.9 Choice of Law and Venue. To the fullest extent allowed by law, this agreement shall be governed and interpreted by Louisiana Law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.
- 8.10 Assignment. ARCHITECT shall not assign or transfer any of its rights and obligations under this agreement, whether in whole or in part, without prior written agreement by
- 8.11 Drafter. All parties acknowledge that each has been given the opportunity to have this Agreement or any clause within the Agreement reviewed by competent counsel and that no provision of this Agreement shall be constructed against either party based on the fact that such party drafted, or such party's counsel drafted this Agreement.

- 8.12 Relationship of the Parties. ARCHITECT declares it is a licensed professional ARCHITECT in accordance with the laws of the state of Louisiana and the regulations of the Louisiana Professional Engineering and Land Surveying Board. Owner and ARCHITECT agree, and ARCHITECT expressly acknowledges that it is a licensed professional Architect, working as an independent contractor for the Owner. ARCHITECT agrees and acknowledges that it is not the agent of Owner. ARCHITECT agrees and acknowledges that Owner is not responsible to any third parties due to this contract with ARCHITECT and that Owner is not responsible for ARCHITECT's duties and obligations to any third parties. ARCHITECT agrees and acknowledges that Owner, TPCG, is not considered a licensed professional ARCHITECT and cannot practice architecture.
- 8.13 ARCHITECT is engaged by TPCG for the purposes set forth in this contract. The relationship between ARCHITECT and TPCG shall be, and only be, that of an independent contractor and ARCHITECT shall not be construed to be an employee, agent, partner of, or in joint venture with, TPCG.
- 8.14 Exclusion of Workers' Compensation Coverage. TPCG and ARCHITECT expressly agree that ARCHITECT is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to ARCHITECT or to anyone employed by ARCHITECT for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- 8.15 Exclusion of Unemployment Compensation Coverage. TPCG and ARCHITECT expressly declare and acknowledge that ARCHITECT is an independent contractor and, as such, is being engaged by TPCG under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- 8.15.1 ARCHITECT has been and will be free from any control or direction by TPCG over the performance of the services covered by this Agreement;
- 8.15.2 The services to be rendered by ARCHITECT are outside the normal course and scope of TPCG's usual business; and
- 8.15.3 ARCHITECT is customarily engaged in an independently established trade, occupation, profession, or business.
- Consequently, neither ARCHITECT nor anyone employed or contracted by ARCHITECT shall be considered an employee of TPCG for the purpose of unemployment compensation coverage.
- 8.16 Employment of TPCG Personnel. ARCHITECT certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of TPCG.
- 8.17 Compliance with Laws. ARCHITECT shall comply with all federal, state, and local laws in connection with the work herein. ARCHITECT further 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 ARCHITECT in the performance of services called for in this Contract. ARCHITECT agrees to immediately notify TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- 8.18 Covenant Against Contingent Fees. ARCHITECT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Architect, 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 ARCHITECT 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.

- 8.19 Taxes. Unless otherwise provided herein or by law, ARCHITECT shall pay all sales, use excise, and other taxes, charges, and contributions, now or hereafter imposed on, or with respect to, or measured by the articles, materials or work furnished hereunder or the compensation paid to persons employed in connection with performance hereunder, and ARCHITECT shall indemnify TPCG against any liability and expense by reason of ARCHITECT's failure to pay the same.
- 8.20 Entire Agreement. This Agreement, including its preambles, exhibits, and attachments, supersedes any prior understanding or agreements between the parties with respect to the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the parties with respect to the subject matter hereof other than those set forth herein or provided for herein. In the event any terms or conditions contained in this agreement are in conflict, the conflict shall be resolved by applying the provision most favorable to the OWNER.
- 8.21 Modification of Agreement. This Agreement may be modified or amended only by written amendment and consent of all parties.
- 8.22 Further Assurances. The parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.
- 8.23 Severability. To the extent permitted by law, a holding by any court that any part or any provision in this Agreement is invalid, illegal, or unenforceable in any respect, shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.
- 8.24 Counterparts. This Agreement and any Task Order arising out of this Agreement may be executed in multiple identical counterparts and when taken together shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a party hereto or a copy of a counterpart signed by a party hereto will be regarded as an original signed by such party for purposes hereof. ARCHITECT shall also deliver the original, "ink"-signed signature page to Owner for the purposes of recording the originals in the public records of the parish of Terrebonne, state of Louisiana.
- 8.25 Third Parties. Both parties agree that this Agreement is not intended to be a third-party benefit for any persons, natural or juridical, unless agreed to by Owner in writing.
- 8.26 Equal Employment Opportunity. The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60: During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such

government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

8.27 Contract Work Hours and Safety Standards Act

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. Terrebonne Parish Consolidated Government (TPCG) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

8.28 Clean Air Act and Federal Water Pollution Control Act

“Clean Air Act” – The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the Terrebonne Parish Consolidated Government (TPCG) and understands and agrees that Terrebonne Parish Consolidated Government (TPCG) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act” – The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to Terrebonne Parish Consolidated Government (TPCG) and understands and agrees that Terrebonne Parish Consolidated Government (TPCG) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

8.29 Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Terrebonne Parish Consolidated Government (TPCG). If it is later determined that the contractor did not comply

with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Terrebonne Parish Consolidated Government (TPCG), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

8.30 Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended)

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency’.

44 C.F.R. Part 18 – Certification Regarding Lobbying must be signed and included with the contract documents.

APPENDIX 'A', 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned

certifies, to the best of his or her knowledge and belief, that:

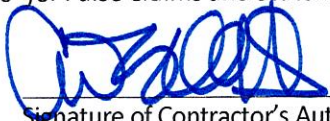
No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

"The Contractor, ACSW Architects,
certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

20 July 23

Date

Chris Hall, Manager

Name and Title of Contractor's Authorized Official

8.31 Procurement of Recovered Materials

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

8.32 Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (iii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8.33 Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

SECTION 9 - SPECIAL PROVISIONS AND SCHEDULES

9.1 The following exhibits are attached to and made a part of this Agreement.

Exhibit "A" – FEMA Public Assistance Cost Estimating Tool for Engineering and Design Services

Exhibit "B" – ARCHITECT’S Corporate Resolution or Certificate of Authority

Exhibit "C" – ARCHITECT’s Affidavit

Exhibit "D" – Task Order Template

Exhibit "E" – Schedule of Representative Fees

- 9.2 The ADDITIONAL SERVICES as provided in SECTION 2 of this Contract are hereby authorized to be furnished by the ARCHITECT during the appropriate phase and only after written authorization from the OWNER with compensation to be paid as provided in Section 5.1.2.
- 9.3 The Owner identifies Royal Engineers & Consultants, 1501 Religious St., Suite C, New Orleans, LA 70130 as a representative authorized to act on the Owner's behalf with respect to the Project.

SIGNATURE OF PARTIES

Authority. CHAD ABELL warrants, per the attached Certificate of Authority, he has authority to execute this Agreement on behalf of ARCHITECT as an executive officer of the company.

ARCHITECT

THUS, done and signed on this 21 day of July 2023 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Lafayette parish/county of La Fayette, State of LA after a thorough reading of the whole agreement.

WITNESSES:

Michelle Begnaud

ACSW ARCHITECTS, L.L.C.:

X:

BY: CHAD ABELL

ITS: EXECUTIVE OFFICER AND DULY AUTHORIZED REPRESENTATIVE

Tammy L Theriot
NOTARY PUBLIC

Tammy L Theriot
Notary # 14413

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG)

THUS, done and signed on this 26TH day of JULY 2022 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 a thorough reading of the whole.

WITNESSES:

Julienne Authement
Leilani H. Adams

TPCG:

X:

BY: GORDON E. DOVE, PARISH PRESIDENT

OR: MICHAEL C. TOUPS, PARISH MANAGER

J. DATA ORTEGO #17734
NOTARY PUBLIC

EXHIBIT 'A'

**FEMA PUBLIC ASSISTANCE COST ESTIMATING TOOL FOR
ENGINEERING AND DESIGN SERVICES**

Cost Estimating Tool for Engineering and Design Services

The costs of basic engineering and design services normally performed by an architectural-engineering firm on complex construction projects are eligible for reimbursement. Such services include:

- Preliminary engineering analysis;
- Preliminary design;
- Final design; and
- Construction inspection.

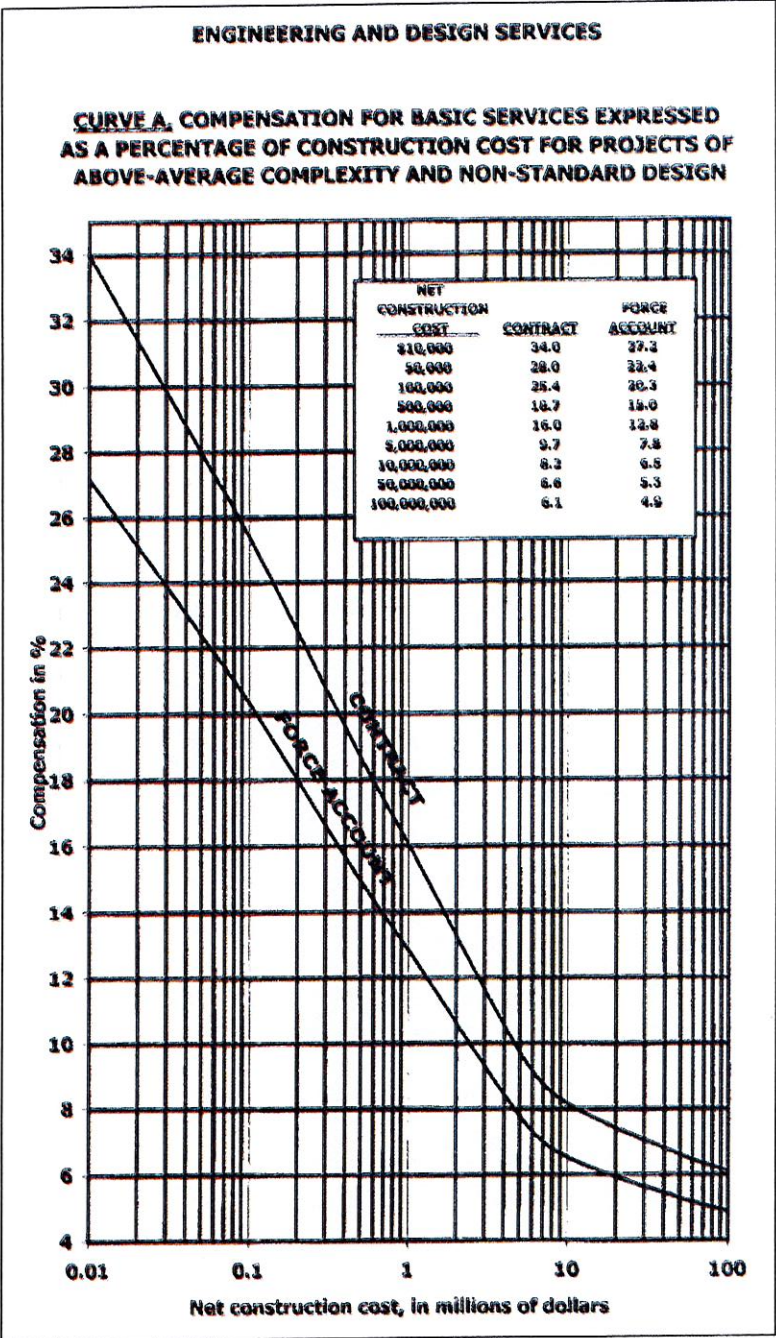
While a final inspection and reconciliation will be used to determine the actual costs for reimbursement of these services, the costs can be estimated during project formulation using a percentage of the construction cost. Percentages are derived from FEMA engineering and design services cost curves. These curves, which were developed for FEMA from data developed by the American Society of Civil Engineers Committee on Professional Practice in 2005, show a correlation between engineering costs and total construction costs. These curves are shown in Figures 3 and 4. To use the curves, estimate construction costs for a project. Find the construction cost on the horizontal axis and, using the appropriate curve for either force account or contract work, read the associated percentage of engineering and design services from the vertical axis. This percentage can be multiplied by the estimated construction cost to determine an appropriate engineering and design cost estimate.

Curve A

Curve A¹ applies to projects of above-average complexity and nonstandard design. Examples of such projects include:

- Airports with extensive terminal facilities;
- Water, wastewater, and industrial waste treatment plants;
- Hospitals, schools, and office buildings;
- Power plants;
- Large dams and complicated small dams;
- Highway and railway tunnels;
- Pumping stations;
- Incinerators; and
- Complicated waterfront and marine terminal facilities.

Figure 1:
Engineering and Design Services of Above-Average Complexity



NOTE: "Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

Curve B

Curve B² applies to projects of average complexity. Examples of such projects include:

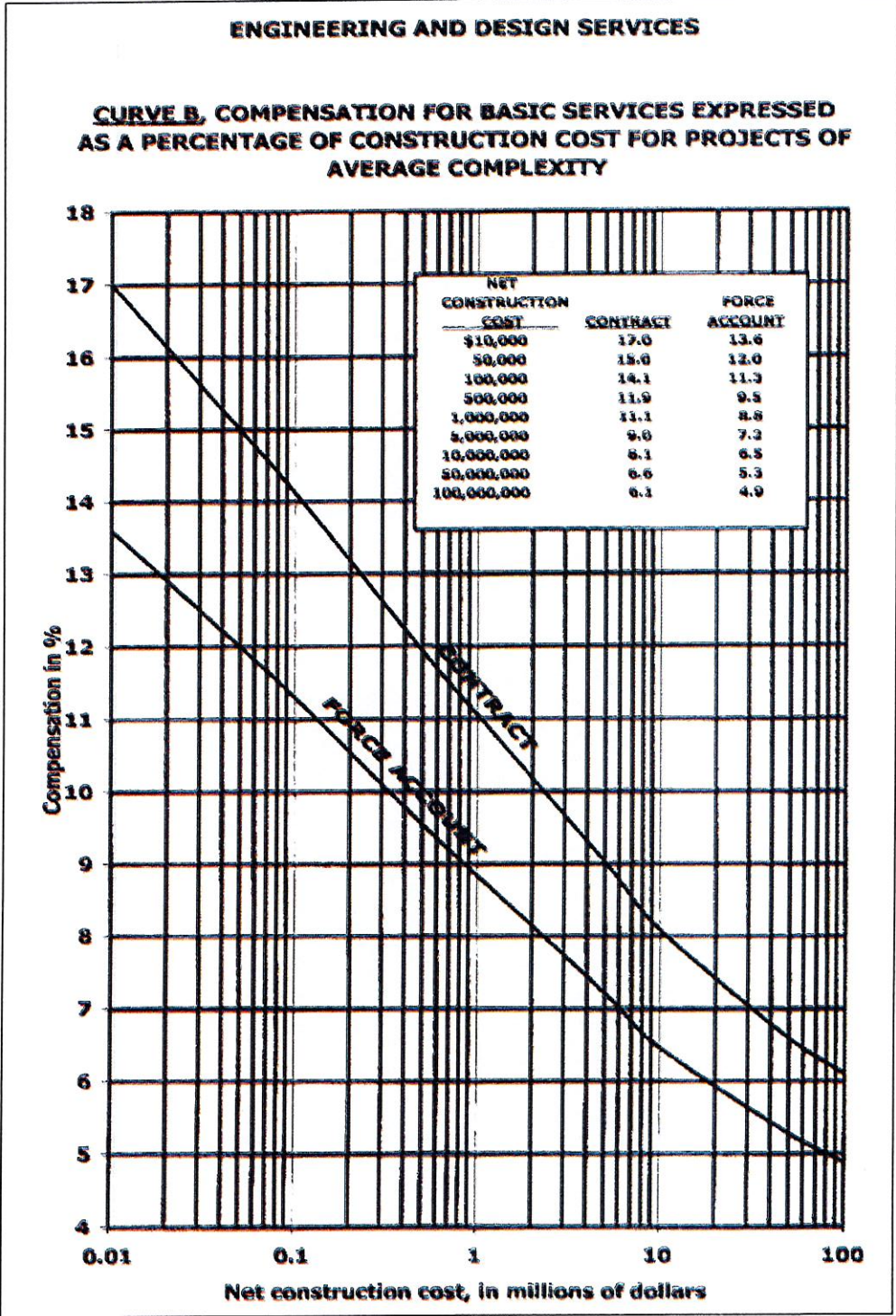
- Industrial buildings, warehouses, garages, hangars, and comparable structures;
- Bridges and other structures of conventional design;
- Simple waterfront facilities;
- Roads and streets;
- Conventional levees, floodwalls, and retaining walls;
- Small dams;
- Storm sewers and drains;
- Sanitary sewers;
- Water distribution lines;
- Irrigation works, except pumping plants; and
- Airports, except as classified for Curve A.

In addition to the basic engineering services, special services may be required for some projects. Such services include engineering surveys, soil investigations, services of a resident engineer, and feasibility studies. Because special services are not required on all projects, they are not included in the percentages on the engineering and design services curves. These services are estimated separately.

If a project requires only basic construction management, a fee not exceeding 3 percent of construction costs may be used for the estimate. Management functions include review of bids, work site inspection visits, checking and approval of material samples, review of shop drawings and change orders, review of contractor's request for payment, and acting as the client's representative. An example of a project requiring only inspection services but no design and engineering would be a building repair project that only included patching and painting damaged interior wall. Another example would be where a contractor is hired to repair local roads back to the pre-disaster condition, using local construction standards.

Estimates for engineering and design services and construction inspection typically are not included in small project estimates or emergency work project estimates except for complex projects or projects where special services are required.

Figure 2:
Engineering and Design Services of Average Complexity



NOTE: "Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

EXHIBIT 'B'

**ARCHITECT'S CORPORATE RESOLUTION OR CERTIFICATE OF
AUTHORITY
(SAMPLE)**

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS
OF

ACSW Architects, INCORPORATED.

AT THE MEETING OF DIRECTORS OF ACSW Architects,
INCORPORATED, DULY NOTICED AND HELD ON 7/17, ~~2022~~, 2023

A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND
SECONDED. IT WAS:

RESOLVED. THAT CHAD ABELL, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF TERREBONNE OR ANY OF ITS
AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT
LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS,
BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT
THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE
PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY
RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY
SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND
CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD OF DIRECTORS
OF SAID CORPORATION, AND THE SAME HAS NOT BE
REVOKED OR RESCINDED.

GA
SECRETARY-TREASURER

7/17/2023
DATE

Exhibit 'C'

ARCHITECT'S AFFIDAVIT

STATE OF LOUISIANA
PARISH OF
TERREBONNE

BEFORE ME, the undersigned authority, this day personally came and appeared Chad Abell, who after being by me duly sworn, did depose and say that he has been selected as ARCHITECT for the TERREBONNE PARISH CONSOLIDATED GOVERNMENT on _____",

and that they do hereby certify, in compliance with L.R.S. 38:2190 and 2219, that they do not or will not own a substantial financial interest, either directly or indirectly, in any corporation, firm, association, or other organization which supplies materials for the construction of the above mentioned public project, and that he has employed no person, corporation, firm, association or other organization either directly or indirectly to secure the Contract for the above-mentioned public project, other than persons regularly employed by them whose services in connection with the construction of said public project or in securing the Contract for the same were in the regular course of their duties for them; and that no part of the Contract price received, or to be received, by them was paid or will be paid to any person, corporation, firm association or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by them whose services in connection with the construction of said public project were in the regular course of their duties for them.

APPEARER FURTHER DECLARED, that they will in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes, and particularly Section 2190, 2219 and 2290 through 2296 of said Title 38 of the Louisiana Revised Statutes.

BY: 

Sworn to and subscribed before me this 21 day of July,
~~2022~~: 2023


NOTARY PUBLIC
My commission is for life.

Tammy L Theriot
Notary # 14413

Exhibit ‘D’

Task Order Template

.

ACSW Architects LLC – Professional Services

TASK ORDER NO. 001 (TO-001)
for
PROFESSIONAL SERVICES CONTRACT
TPCG South Campus Facility


TPCG Project: TPCG South Campus Facility – Damage Assessment/ Opinion of Probable Cost
Effective Date: 05/24/2022

ACSW Architects, LLC. (ACSW) (“ARCHITECT”) agrees to perform for Terrebonne Parish Consolidated Government (TPCG) (“OWNER”) the contracted Services described below for the Project identified below. The contracted Services shall be performed in accordance with the provisions of the Agreement for Professional Services (“AGREEMENT”) dated May 24, 2022, between OWNER and ARCHITECT.

1. Project:
TPCG South Campus Facility – Damage Assessment/ Opinion of Probable Cost
2. Contracted Services (reference and attach scope of work, if applicable):
ACSW shall perform a review of all damaged building at TPCG South Campus in its current state and assemble a detailed damage assessment report and opinion of probable cost:
 - Site Visits as needed.
 - Perform a complete damage assessment report including all dimensions.
 - Architects’ opinion of probable cost
 - Identify Consensus Based Codes Standards and Specifications (CBCSS)
3. Compensation for the proper performance of the contracted Services under this Task Order is set forth in accordance with Section 5 – Consideration and Payments to ARCHITECT of the contract.
Based upon hourly rates per Exhibit ‘D’ in the contract and not to exceed \$50,000.00
4. Start Date:
May 24, 2022
5. Time of Performance (attach schedule if applicable) – Can be completed faster if possible:
Completed by June 30, 2022
6. Special Terms and Conditions:
N/A
7. Deliverables:
Complete damage assessment report including dimensions to all damaged components per building and cost estimate for repair per building.

ACSW Architects LLC – Professional Services

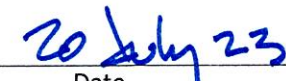
ARCHITECT and OWNER have executed this Task Order and ARCHITECT is directed to proceed with the contracted Services set out in this Task Order.

ARCHITECT:


Signature



Name (Printed or Typed)



Date

OWNER:

Signature

Name (Printed or Typed)

Date

Exhibit 'E'

SCHEDULE OF REPRESENTATIVE FEES

Attachment 'A'
Hourly Rate Schedule

The following constitute rates billed hourly for work performed either as part of or outside the scope of services agreed to above. Please note that all hourly rates are subject to periodic adjustment. *(latest revision 01/05/2023)*

1. *Principal's Time* at the fixed rate of Two Hundred Fifteen Dollars (\$215.00) per hour. Principal personnel include Eric Crozier, Chad Abell and Greg Damico.
2. *Senior Project Manager's Time* at a fixed rate of One Hundred Eighty Dollars (\$180.00) per hour.
3. *Project Manager II's Time* at a fixed rate of One Hundred Fifty Dollars (\$150.00) per hour.
4. *Project Manager I / Interior Designer II / Project Architect II's Time* at a fixed rate of One Hundred Twenty-Five Dollars (\$125.00) per hour.
5. *Project Architect I / Interior Designer I / Project Coordinator II's Time* at a fixed rate of One Hundred Fifteen Dollars (\$115.00) per hour.
6. *Project Coordinator I / Project Administrator / Emerging Professional II's Time* at a fixed rate of Ninety-Five Dollars (\$95.00) per hour.
7. *Emerging Professional I / Cad Technician II's Time* at a fixed rate of Seventy-Five Dollars (\$75.00) per hour.
8. *Cad Technician I's Time* at a fixed rate of Sixty Dollars (\$60.00) per hour.
9. *Marketing Coordinator / Office Manager's Time* at a fixed rate of Sixty-Five Dollars (\$65.00) per hour.
10. *Administrative Assistant's Time* at a fixed rate of Fifty Dollars (\$50.00) per hour.



ABELL + CROZIER +
ARCHITECTS SOUTHWEST
PLANNING | ARCHITECTURE | INTERIORS

115 East Main St.
Lafayette, LA 70501
p. 337.235.8016
p. 337.237.2211

acswarchitects.com

ASSOCIATED DESIGN GROUP, INC.

HOURLY RATES

EFFECTIVE JANUARY 1, 2023

1. The following is our Hourly Bill Rate Schedule:

<u>DISCIPLINE</u>	<u>HOURLY RATE</u>
Principal / Management	\$250
Sr. Engineer	\$185
Project Manager II	\$185
Project Manager I	\$125
Assistant Project Manager	\$100
Energy Engineer	\$130
System Commissioning Authority	\$200
Fire Code Consultant	\$125
Environmental Technician	\$150
Field Observation Technician	\$100
Design Technician II	\$95
Design Technician I	\$85
Draftsperson II	\$90
Draftsperson I	\$60
Administrative Professional	\$115
Secretary	\$75
Office Clerical Assistant	\$50
Office Document Assistant	\$40

Rates shall be adjusted annually in accordance with our normal salary review practices.

2. Should the Project or this Agreement be terminated, Associated Design Group, Inc. shall be paid for all work performed, as of the date of termination, at the same rate as for work not included in the basic fee. The total amount paid shall not exceed the full fee for basic services if the project or agreement was completed.
3. The fee excludes any applicable sales taxes.

BADEAUX ENGINEERS INCORPORATED
SCHEDULE OF ITEMIZED RATES
2023

<u>PROFESSIONAL STAFF</u>	<u>BILLING RATE</u>
Professional Engineer	\$ 175.00 /hour
Engineering Technician	\$ 90.00 /hour



Monday, April 8, 2024

Item Title:

Ordinance: Authorizing CEA with Terrebonne Ministerial Alliance, Inc.

Item Summary:

Consider the introduction of an ordinance authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Terrebonne Ministerial Alliances, Inc. and execute necessary documents for the transfer of immovable property from Terrebonne Parish Consolidated Government and Terrebonne Ministerial Alliances, Inc. and to provide for related matters and call a public hearing on Wednesday, April 24, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/3/2024	Executive Summary
Ordinance	4/3/2024	Ordinance
Backup Material	4/3/2024	Backup Material
Backup Material	4/3/2024	Backup Material
Backup Material	4/3/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance: Authorizing CEA with Terrebonne Ministerial Alliance, Inc.

PROJECT SUMMARY (200 WORDS OR LESS)
Consider the introduction of an ordinance authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Terrebonne Ministerial Alliances, Inc. and execute necessary documents for the transfer of immovable property from Terrebonne Parish Consolidated Government and Terrebonne Ministerial Alliances, Inc. and to provide for related matters and call a public hearing on Wednesday, April 24, 2024, at 6:30 p.m.

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

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

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

Carl Harding

Signature

04/03/24

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE TERREBONNE MINISTERIAL ALLIANCES, INC. AND EXECUTE NECESSARY DOCUMENTS FOR THE TRANSFER OF IMMOVABLE PROPERTY FROM TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND TERREBONNE MINISTERIAL ALLIANCES, INC. AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, 100% of immovable property owned by Fred Johnson, Jr. (Rev.), situated at Lot 30 x 107' on West Side of Daspit Street, being a portion of Block 80 Newton (1128 Daspit Street) (Parcel #21926), in Terrebonne Parish, Louisiana was adjudicated to the Terrebonne Parish Consolidated Government on June 25, 2015 for nonpayment of taxes; and

WHEREAS, on June 27, 2018, by virtue of Ordinance No. 8972, the Terrebonne Parish Council declared the property at 1128 Daspit Street as surplus and not needed or useful for any public purpose and to dispose of said property in accordance with La. R.S. 47:2196, *et seq.*; and

WHEREAS, 100% of immovable property owned by George Robertson 1/8, Joseph Robertson 1/8, Louetha Robertson Carvin 5/32, Lou Bertha Robertson 5/32, Lillian Howard Pennison 1/8, Ellen Howard Wallace 5/32, and Corinne Fouche 5/32, situated at Lot on Daspit Street Block 80 (1130 1/2 Daspit Street) (Parcel #24445), in Terrebonne Parish, Louisiana was adjudicated to the Terrebonne Parish Consolidated Government on June 24, 2014 for nonpayment of taxes; and

WHEREAS, on March 14, 2018, by virtue of Ordinance No. 8935, the Terrebonne Parish Council declared the property at 1130 ½ Daspit Street as surplus and not needed or useful for any public purpose and to dispose of said property in accordance with La. R.S. 47:2196, *et seq.*; and

WHEREAS, the three (3) year period for redemption provided by Art. 7, §25 of the Louisiana Constitution elapsed on the above-described properties (hereinafter the "Property," whether one or more) without redemption; and

WHEREAS, LA R.S. 47:2205 authorizes the parish to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

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 cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual"; and

WHEREAS, TPCG donated the aforementioned properties to the Terrebonne Parish Veterans Memorial District ("District") via a Non-Warranty Donation, recorded in the Terrebonne Parish COB 2624 Page 39, Entry No. 1617591 on January 4, 2021, contingent upon the District building low to moderate income housing on the properties and otherwise developing and maintaining the Property; and

WHEREAS, the District notified TPCG that it is unable to fulfill its obligations under the Non-Warranty Donation and TPCG, therefore, declared the donation null and void and revoked the donation; and

WHEREAS, the Terrebonne Ministerial Alliances, Inc. ("Ministerial Alliances"), a Louisiana nonprofit corporation, indicated to TPCG its willingness and ability to build low to moderate income housing on the Property with a preference for veterans and to otherwise benefit the citizens of Terrebonne Parish; and

WHEREAS, TPCG wishes to enter into a Cooperative Endeavor Agreement to transfer the Property to the Ministerial Alliances subject to the condition that the Ministerial Alliances fulfills

the obligation of building low to moderate income housing on the properties and otherwise developing and maintaining the Property; and

WHEREAS, TPCG finds that its expenditure or transfer of the immovable property to provide low to moderate income housing thereon with a preference for veterans, taken as a whole, is not gratuitous, and that it has demonstrable objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public property; and

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

SECTION I

NOW BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that, conditioned on the revocation and recapture by Terrebonne Parish Consolidated Government of the properties described herein from the Terrebonne Parish Veterans' Memorial District, the Parish President is hereby authorized to execute and enter into and enforce a Cooperative Endeavor Agreement with the Terrebonne Ministerial Alliances, Inc. to facilitate the transfer of the Property to the Terrebonne Ministerial Alliances, Inc., and that the Parish President is hereby authorized to execute and enter into and enforce a transfer of said Property to Terrebonne Ministerial Alliances, Inc. upon the satisfactory performance of the Cooperative Endeavor Agreement in accordance with the terms contained in that agreement, which is attached hereto.

SECTION II

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

SECTION III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the ____ day of _____ 2024.

Chairman
Terrebonne Parish Council

Tammy Triggs, Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed _____

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Tammy Triggs, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____, 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this_____ day of _____ 2024.

Tammy Triggs, Council Clerk
Terrebonne Parish Council

STATE OF LOUISIANA

PARISH OF TERREBONNE

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
TERREBONNE MINISTERIAL ALLIANCES, INC.**

This Cooperative Endeavor Agreement (“Agreement”) is entered into and effective on the date executed by the last party signing, by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Ordinance No. _____, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as “Owner”); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and

TERREBONNE MINISTERIAL ALLIANCES, INC. (herein sometimes referred to as “Ministerial Alliances”), a Louisiana non-profit corporation, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, whose mailing address for the purposes herein is PO Box 3212, Houma, LA 70361, herein represented by its duly authorized President, Reverend Vincent A. Fusilier, Sr.; and

who declare and agree as follows:

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

WHEREAS, Article VII, Section 14 (B) of the Louisiana Constitution provides, in pertinent part, that “Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy.”; and

WHEREAS, the District did not fulfill its obligations under the Non-Warranty Donation to construct, rehabilitate, and maintain the properties for the purposes set out in that agreement; and

WHEREAS, TPCG has, therefore, exercised the revocation provision in the Non-Warranty Donation and recaptured the properties; and

WHEREAS, according to the terms of the Act of Revocation, District requested, and TPCG agreed, that the TPCG would contract with a third party to for the construction of housing for low- or moderate income households, with preference given to a veteran of the United States military, to the fullest extent authorized by law and subject to approval by the Terrebonne Parish Council; and

WHEREAS, TPCG finds that it would benefit the community and veterans in Terrebonne Parish to now transfer the properties to the Ministerial Alliances and, in consideration therefor, the Ministerial Alliances will create low- or moderate income residential housing on the properties with, to the extent allowed by law, a preference for United States veterans; and

WHEREAS, TPCG finds that any expenditure of its public funds associated with this agreement, taken as a whole, is not gratuitous, and TPCG expects to receive a benefit at least equal to the expenditure of its public funds; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the TPCG and Ministerial Alliances, each represented by their undersigned, duly authorized representative, agree to the following:

1. Properties Defined

Properties Defined: The following immovable properties are subject to this agreement:

A.

A certain lot of ground, situated in Newton, in the City of Houma, Parish of Terrebonne, Louisiana, being a portion of Block No. 80 on Plan B of said Newton, measuring thirty (30) feet front on the west side of Daspit Street by a depth of one hundred seven (107) feet; Bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of the Widow of George Robertson, or Assigns, together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining;

Bearing a municipal address of 1128 Daspit Street, Houma LA 70360 (Tax Account #A03C-21926).

Being the same property acquired by Transferor through adjudication at tax sale registered June 25, 2015, at Terrebonne Parish COB 2427, Page 510, Entry No. 1483250 and, thereafter, donated to the District pursuant to Terrebonne Parish Council Ordinance No. 9078 and the Non-Warranty Donation recorded at Terrebonne Parish COB 2624, Page 39, Entry No. 1617591.

B.

A certain lot of ground situated in "Newton" in the city of Houma, being a portion of Block No. "80" on Plan B of said Newton, measuring sixty-five (65') feet front, more or less, on Daspit Street, by a depth of one hundred seven (107') feet; bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of Robert Gray or assigns; together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1130 ½ Daspit Street, Houma LA 70360 (Tax Account #A03C-24445).

Being the same property acquired by Transferor through adjudication at tax sale registered June 24, 2014, at Terrebonne Parish COB 2381, Page 513, Entry No. 1456844 and, thereafter, donated to the District pursuant to Terrebonne Parish Council Ordinance No. 9078 and the Non-Warranty Donation recorded at Terrebonne Parish COB 2624, Page 39, Entry No. 1617591.

together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements located on the properties, if any, collectively referred to as the "Properties."

2. Non-Warranty Transfer of Properties

TPCG hereby sells, cedes, gives, and transfers the above-described Properties to the Terrebonne Ministerial Alliances, Inc. This transfer is accepted by the Ministerial Alliances subject to the terms and conditions herein, and in consideration thereof, Ministerial Alliances shall construct, manage, administer, and operate housing for low- or moderate income households on those Properties, with preference given, to the fullest extent allowed by law, to United States Veterans.

Ministerial Alliances warrants, acknowledges to, and agrees with TPCG that Ministerial Alliances is accepting the transfer of these Properties subject to any and all conditions and restrictions which are required or recited in the Ordinance first referenced above.

Transferee acknowledges that and agrees that it accepts these properties subject to any and all conditions and restrictions which are required or recited in Terrebonne Parish Ordinance No. 9078 and any attachments thereto, a copy of which is attached to this Act.

Transferee acknowledges that it has made a thorough inspection of the Properties and any improvements located thereon prior to the execution of this Act, and that Transferee is satisfied as to the condition and fitness of the Properties. It is understood and agreed, that the properties are transferred by the Transferor to Transferee "**AS IS, WHERE IS**" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including,

without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under, or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under, or about the property and the drainage of the subject property. Transferee expressly waives any and all warranties, including those pertaining to fitness for a particular purpose as well as those warranties against hidden and latent defects (i.e., defects in the property transferred which render its use so inconvenient or imperfect that the purchaser would not have purchased it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Transferee forfeits the right to void the transfer on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Transferee acknowledges that the Properties transferred by Transferor are for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the transfer of the Properties, Transferee has agreed to rehabilitate and maintain the Properties, and to create residential housing for low- or moderate income households on the properties with a preference for veterans. Transferee shall use and maintain the Property in accordance with its lawful purposes, and in accordance with any laws and ordinances of the federal, state, and local governments.

Except for the warranty against eviction resulting from prior acts of Transferor, the properties shall be transferred to Transferee as is and without any warranties whatsoever, including as to title. Transferee acknowledges that these properties were adjudicated to the Transferor for non payment of taxes, and Transferor has no knowledge of the condition of the properties.

The 2024 ad valorem taxes shall be prorated. The 2025 ad valorem taxes and beyond are to be paid by Transferee.

The transfer shall be made and accepted by Transferee subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases, and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.

3. Deliverables

3.1 In consideration of the commitments by TPCG, the Ministerial Alliances shall construct, manage, administer, and operate housing for low- or moderate income households on the 1128 Daspit Street Property, with preference given, to the fullest extent allowed by law, to United States Veterans within five (5) years of signing this Agreement.

3.2 In consideration of the commitments by TPCG, the Ministerial Alliances shall construct, manage, administer, and operate housing for low- or moderate income households on the 1130 ½ Daspit Street Property, with preference given, to the fullest extent allowed by law, to United States Veterans within ten (10) years of signing this Agreement.

3.3 The Ministerial Alliances shall maintain proper insurance (e.g., liability, builder's risk, homeowner's, casualty) on both properties and any improvements thereon during the 10-year period of performance.

3.4 The Ministerial Alliances shall operate the properties as residential housing for low- or moderate income households for a period of 15 years from the date of execution of this Agreement by both parties. Following the 15-year period, Ministerial Alliances may transfer or sell the properties to a family qualifying as low- or moderate income household or to a third party organization with the condition that the third party operate the properties under the same terms and conditions as this Agreement for a minimum period of 15 years from date of transfer to the third party.

3.4 Consideration herein is for the entire agreement.

3.5 For the purposes of this Agreement, “low- or moderate income household” shall be defined by 12 USC Code Sec. 1430 (a)(13).

4. Remedies

In the event Transferee fails to fulfil any obligations herein, Transferee shall be in default of this agreement. If, within 30 days of written notice of default by Transferor to Transferee, Transferee has failed to remedy such default, it shall be in breach of this agreement. In the event of Transferee's breach of this agreement, the Transferor, at its sole option may:

- a. demand liquidated damages in an amount equal to the fair market value of either one or both of the Properties valued at the time of execution of this Act, or
- b. demand, at Transferee's expense, the revocation in favor of Transferor of one or both of the Properties transferred herein.

Should Transferor place this agreement in the hands of an attorney for enforcement, Transferee shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by Transferor.

The terms and conditions of this Cooperative Endeavor Agreement shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

5. Indemnification

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

6. Notices

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, to the other party addressed as follows:

TO: Terrebonne Parish Consolidated Government
Attn: Parish President
PO Box 2768
Houma, LA 70361

TO: Terrebonne Ministerial Alliances, Inc.
Attn: Rev. Vincent A. Fusilier, Sr., President
PO Box 3212
Houma, LA 70361

7. Additional Terms and Conditions

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

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

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

Non-Waiver. Failure by either party to complain of any action or non-action on the part of the other or to declare the other in default, irrespective of how long such failure may continue, shall not be deemed to be a waiver of any rights hereunder. Except for the execution and delivery of a written agreement expressly accepting surrender of the Premises, no act taken or failed to be taken by either party shall be deemed an acceptance or surrender of the Premises or a waiver of any rights herein.

Notices. Each notice required or permitted to be given hereunder by one party to the other shall be in writing and given personally, sent by facsimile or electronic transmission, or placed in the United States mail, postage prepaid, by United States registered or certified mail, return receipt requested, addressed to such party at the address provided for such party herein. Either party may change the address to which notices shall be delivered pursuant to this Agreement by providing the other party written notice of the change of address.

Governing Law. To the fullest extent allowed by law, this Agreement shall be governed and interpreted by Louisiana Law and the provisions of this Agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties hereto other than the relationship of TPCG and the Ministerial Alliances.

Fees and Expenses. If either TPCG or the Ministerial Alliances files any proceeding in connection with this Agreement, the prevailing party shall be entitled to obtain its attorneys' fees, accountants' fees, court cost and interest from the other party.

Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party hereto, such period of time shall be extended by the number of days such action is delayed due to (a) weather; (b) war or national conflicts or priorities arising therefrom; (c) strikes, lockouts, embargoes, fire, casualties, delays in transportation, shortages or unavailability of materials or labor, national emergency; (c) any other act, event or circumstance beyond such party's control and which (i) such party cannot overcome by the exercise of reasonable and diligent efforts and (ii) is not a result of the negligence or willful misconduct of such party (collectively, "Force Majeure").

Entire Agreement. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party agrees that in entering into this Agreement, it relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement, including the preambles first appearing herein and any attachments hereto and made a part hereof, constitutes the whole agreement of the parties and shall in no way be constituted, modified, or supplemented, except by a written agreement executed by both TPCG and the Ministerial Alliances.

8. Signatures of the Parties

[Signature page follows]

8.1 TPCG

THUS done and signed on this ____ day of _____ 2024 before me, Notary Public, and in the presence of the undersigned competent witnesses in the parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: Jason W. Bergeron, Parish President
OR: Noah J. Lirette, Chief Administrative Officer

NOTARY PUBLIC

8.2 Terrebonne Ministerial Alliances, Inc.

THUS done and signed on this _____ day of _____ 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses in the parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

TERREBONNE MINISTERIAL ALLIANCES, INC.

BY: Rev. Vincent A. Fusilier, Sr., President

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF TERREBONNE

**ACT OF REVOCATION OF IMMOVABLE PROPERTY
BY TERREBONNE PARISH CONSOLIDATED GOVERNMENT
FROM
TERREBONNE PARISH VETERANS' MEMORIAL DISTRICT**

This Act of Revocation ("Agreement") is entered into and effective on the date executed by the last party signing, by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Council Ordinance No. 9078, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as "Owner"); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and

TERREBONNE PARISH VETERANS' MEMORIAL DISTRICT, a political subdivision of the state of Louisiana established in accordance with La. R.S. 33:9353, 1957, whose present mailing address for the purposes herein is 1154 Barrow Street, Houma, LA 7030, represented herein by its duly authorized member, _____, by virtue of the District's authorizing document, a copy of which is attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as "District").

who declare and agree as follows:

WHEREAS, TPCG donated two properties to the Terrebonne Parish Veterans' Memorial District ("District") via a Non-Warranty Donation on December 16, 2021 pursuant to the provisions of the Louisiana Constitution referenced above; and

WHEREAS, the District finds that it cannot fulfill its obligations under the Non-Warranty Donation to construct, rehabilitate, and maintain the properties; and

WHEREAS, the District acknowledges and agrees that, under the terms of the Non-Warranty Donation, TPCG has the authority to revoke, and is hereby revoking, the donation of both of the Properties donated to the District in the Non-Warranty Donation.

WHEREAS, TPCG and the District have agreed to enter into this agreement by which the District returns the two donated properties to TPCG; and

WHEREAS, TPCG intends to provide the opportunity to another organization to construct and manage low- to moderate-income residences on these properties, with residential preference given to veterans, to the fullest extent allowable by law, conditioned upon approval by the Terrebonne Parish Council;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the TPCG and District, each represented by their undersigned, duly authorized representative, agree to the following:

1. Properties Defined

Properties Defined: The following immovable properties are subject to this agreement:

A.

A certain lot of ground, situated in Newton, in the City of Houma, Parish of Terrebonne, Louisiana, being a portion of Block No. 80 on Plan B of said Newton, measuring thirty (30) feet front on the west side of Daspit Street by a depth of one hundred seven (107) feet; Bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of the Widow of George Robertson, or Assigns, together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining;

Bearing a municipal address of 1128 Daspit Street, Houma LA 70360 (Tax Account #A03C-21926).

Being the same property acquired by TPCG through adjudication at tax sale registered June 25, 2015, at Terrebonne Parish COB 2427, Page 510, Entry No. 1483250 and, thereafter, donated to the District pursuant to Terrebonne Parish Council Ordinance No. 9078 and the Non-Warranty Donation recorded at Terrebonne Parish COB 2624, Page 39, Entry No. 1617591.

B.

A certain lot of ground situated in "Newton" in the city of Houma, being a portion of Block No. "80" on Plan B of said Newton, measuring sixty-five (65') feet front, more or less, on Daspit Street, by a depth of one hundred seven (107') feet; bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of Robert Gray or assigns; together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1130 ½ Daspit Street, Houma LA 70360 (Tax Account #A03C-24445).

Being the same property acquired by Transferor through adjudication at tax sale registered June 24, 2014, at Terrebonne Parish COB 2381, Page 513, Entry No. 1456844 and, thereafter, donated to the District pursuant to Terrebonne Parish Council Ordinance No. 9078 and the Non-Warranty Donation recorded at Terrebonne Parish COB 2624, Page 39, Entry No. 1617591.

together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements located on the properties, if any, collectively referred to as the "Properties."

District hereby transfers and TPCG hereby recaptures and accepts the transfer of the Properties from District, subject to the terms and conditions herein.

The 2024 ad valorem taxes and beyond are to be paid by Transferee, if applicable.

Except for the warranty against eviction resulting from prior acts of Transferor, the Properties shall be transferred to Transferee as is and without any warranties whatsoever, even for redhibition or fitness, and Transferee's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.

The transfer shall be made and accepted by Transferee subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases, and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.

3. Additional Terms and Conditions

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

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

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

Non-Waiver. Failure by either party to complain of any action or non-action on the part of the other or to declare the other in default, irrespective of how long such failure may continue, shall not be deemed to be a waiver of any rights hereunder. Except for the execution and delivery of a written agreement expressly accepting surrender of the Premises, no act taken or failed to be taken by either party shall be deemed an acceptance or surrender of the Premises or a waiver of any rights herein.

Governing Law. To the fullest extent allowed by law, this Agreement shall be governed and interpreted by Louisiana Law and the provisions of this Agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

4. Signatures of the Parties

4.1 TPCG

THUS done and signed on this ____ day of _____ 2024 before me, Notary Public, and in the presence of the undersigned competent witnesses in the parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES: TERREBONNE PARISH CONSOLIDATED GOVERNMENT

BY: Jason W. Bergeron, Parish President
OR: Noah J. Lirette, Chief Administrative Officer

NOTARY PUBLIC

4.2 Terrebonne Parish Veterans Memorial District

THUS done and signed on this ____ day of _____ 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses in the parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES: TERREBONNE PARISH VETERANS' MEMORIAL DISTRICT

NOTARY PUBLIC

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :

TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

First VENDOR

TERREBONNE PARISH CONSOL GOVERNMENT

First VENDEE

TERREBONNE PARISH VETERANS MEMORIAL DISTRICT

Index Type : CONVEYANCES

File # : 1617591

Type of Document : DONATION - GIFT

Book : 2624

Page : 39

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Theresa A. Robichaux
Clerk of Court



On (Recorded Date) : 01/04/2021

At (Recorded Time) : 9:50:24AM



Doc ID - 015201500004

Return To : TERREBONNE PARISH CONSOLIDATED GOVT

P O BOX 2768

ATTN: LEGAL DEPT/KAYLA DUPRE

HOUMA, LA 70360

Do not Detach this Recording Page from Original Document

-39

NON-WARRANTY DONATION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, on the dates written below before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by its President, Gordon E. Dove by virtue of Terrebonne Parish Council Ordinance No. 9078, whose mailing address for the purposes herein is P.O. Box 2768, Houma LA 70361, hereinafter referred to as "Donor," who declared that:

Donor donates and delivers, without any warranty of title whatsoever, either express or implied, except for the warranty against eviction resulting from a prior alienation by the political subdivision, but with full substitution and subrogation in and to all the rights and actions of warranty which Donor may have, to:

TERREBONNE PARISH VETERANS' MEMORIAL DISTRICT, a political subdivision of the state of Louisiana established in accordance with La. R.S. 33:9353, 1957, whose present mailing address for the purposes herein is 1154 Barrow Street, Houma, La 70360, represented herein by its duly authorized member, C.J. Christ, by virtue of the District's authorizing document, a copy of which is attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as "Donee");

all of the right, title and interest of the Donor in and to the following described properties, to wit:

A.

A certain lot of ground situated in Newton, in the city of Houma, Parish of Terrebonne, Louisiana, being a portion of Block No. 80 on Plan B. of said Newton, measuring thirty (30) feet front on the west side of Daspit Street by a depth of one hundred seven (107) feet; Bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of the Widow of George Robertson, or Assigns, together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1128 Daspit Street, Houma, Louisiana 70360 (Tax Account #A03C-21926).

Being the same property acquired by Donor through adjudication at tax sale registered June 25, 2015, at Terrebonne Parish COB 2427, Page 510, Entry No. 1483250.

B.

A certain lot of ground situated in "Newton" in the city of Houma, being a portion of Block No. "80" on Plan B of said Newton, measuring sixty-five (65') feet front, more or less, on Daspit Street, by a depth of one hundred seven (107') feet; bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of Robert Gray or assigns; together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1130 1/2 Daspit Street, Houma, LA 70360 (Tax Account ##A03C-24445).

Being the same property acquired by Donor through adjudication at tax sale registered June 24, 2014, at Terrebonne Parish COB 2381, Page 513, Entry No. 1456844.

together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements located on the properties, if any, collectively referred to as the "Properties."

This donation is accepted by Donee subject the terms and conditions herein.

Donee warrants and acknowledges to and agrees with Donor that Donee is accepting the donation of these Properties subject to any and all conditions and restrictions which are required or recited in Terrebonne Parish Ordinance No. 9078 and any attachments thereto.

Donee acknowledges that it has made a thorough inspection of the Properties and any improvements located thereon prior to the execution of this Act, and that Donee is satisfied as to the condition and fitness of the Properties. It is understood and agreed that the Properties are transferred by the Donor to Donee "as is, where is" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property. Donee expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property sold which render its use so inconvenient or imperfect that the purchaser would not have purchased it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Donee acknowledges that Properties donated by Donor are for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the donation of the Properties, Donee has agreed to construct, rehabilitate, and maintain the Properties for any purposes in promotion or use with its mission, which is the operation, maintenance, and supply to the Regional Military Museum and Veterans Memorial Park in Terrebonne Parish, Louisiana. Donee shall use and maintain the Property in accordance with its lawful purposes, and in accordance with any laws and ordinances of the federal, state, and local governments.

The 2021 ad valorem taxes and beyond are to be paid by Donee, if applicable.

Except for the warranty against eviction resulting from prior acts of Donor, the Property shall be donated to Donee as is and without any warranties whatsoever, even for redhibition or fitness, and Donee's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.

The donation shall be made and accepted by Donee subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.

In the event Donee fails to perform any obligations herein, Donee shall be in default of this agreement. If, within 30 days of written notice of default by Donor to Donee, Donee has failed to remedy such default, it shall be in breach of this agreement. In the event of Donee's breach of this agreement, the Donor, at its sole option may:

demand liquidated damages in an amount equal to the fair market value of either one or both of the Properties valued at the time of execution of this Act, or

demand, at Donee's expense, the revocation of the donation of either one or both of the Properties donated herein.

Should Donor place this agreement in the hands of an attorney for enforcement, Donee shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by Donor.

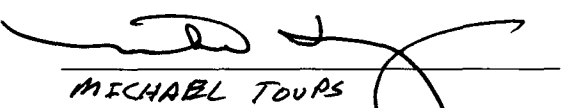
Any actions against Donee by Donor shall prescribe ten (10) years following the date of execution of this Act by both parties.

The terms and conditions of the Act of Donation shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

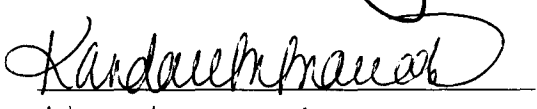
THUS DONE AND PASSED by Donor, before me, Notary, and the undersigned competent witnesses, on this 16 day of DECEMBER 2021, in the city of Houma, parish of Terrebonne, Louisiana.


WITNESSES:

DONOR, TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:


MICHAEL TOURS

By: 
Gordon E. Dove, Parish President

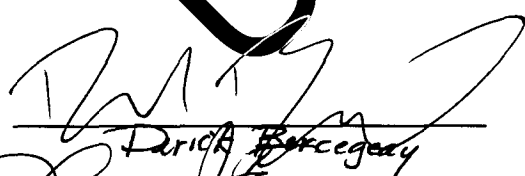
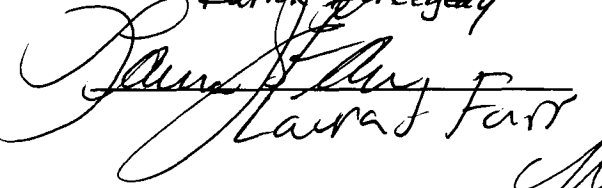

Kandace M. Maudin

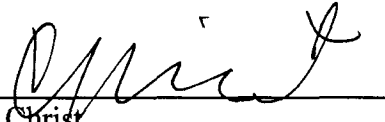

NOTARY PUBLIC
#114367
JOHNS P. HEBERT, JR

THUS DONE, PASSED, AND ACCEPTED by Donee, before me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this 9 day of December 2020, after a reading of the whole.

WITNESSES:

DONEE
TERREBONNE PARISH VETERANS'
MEMORIAL DISTRICT:


Darick Bercegey

Laura Farr


By: C.J. Christ
Its: President


NOTARY PUBLIC

MICHELLE L. NEIL
ATTORNEY/NOTARY
State of Louisiana
32616
My Commission is issued for life

MICHELLE L. NEIL
ATTORNEY/NOTARY
State of Louisiana
32616
My Commission is issued for life



Monday, April 8, 2024

Item Title:

Ordinance: Amending Parish Code to Provide Official Seal Use for Elected Officials

Item Summary:

Consider the adoption of an ordinance amending the Terrebonne Parish Code of Ordinances to provide for usage of the official seal by Terrebonne Parish Consolidated Government elected officials and call a public hearing on said matter on Wednesday, April 24, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/4/2024	Executive Summary
Ordinance	4/4/2024	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance: Amending Parish Code to Provide Official Seal Use for Elected Officials

PROJECT SUMMARY (200 WORDS OR LESS)
Consider the adoption of an ordinance amending the Terrebonne Parish Code of Ordinances to provide for usage of the official seal by Terrebonne Parish Consolidated Government elected officials and call a public hearing on said matter on Wednesday, April 24, 2024, at 6:30 p.m.

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

Clayton Voisin, Jr.

Signature

04/03/24

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. 95__

AN ORDINANCE TO AMEND THE TERREBONNE PARISH CODE OF ORDINANCES TO PROVIDE FOR USAGE OF THE OFFICIAL SEAL BY TERREBONNE PARISH CONSOLIDATED GOVERNMENT ELECTED OFFICIALS

WHEREAS, on June 13, 2001, the Parish Council adopted Ordinance No. 6429 which provided for the adoption and use of an official seal for the Terrebonne Parish Consolidated Government; and

WHEREAS, the Parish Council now desires to amend the procedures for authorizing use of the official seal of the Terrebonne Parish Consolidated Government.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Chapter 1, Section 1-18 of the Terrebonne Parish Code of Ordinances now reads as follows, with exclusions struck through and additions in bold:

Sec. 1-18. - Terrebonne Parish official seal.

- (a) *Adoption and description of official seal.* The official seal of the Terrebonne Parish Consolidated Government as adopted shall consist of a circular cartouche with the word "Terrebonne" written on the upper inside portion of the circle and the word "Parish" written on the lower inside portion of the circle. The center of the seal shall always consist of the outline of the Parish of Terrebonne which contains depictions of an oil well, a sugar cane farmer and a shrimp boat. Within the top of the outline of the parish are the words "The Good Earth". A banner with the words "established 1822" runs across the bottom of the outline of Terrebonne Parish. Within the circle, the word "Houma" is printed to the lower left-hand side of the outline of Terrebonne Parish and the abbreviation "LA." is printed on the lower right-hand side of the outline of Terrebonne Parish.
- (b) *Use of official seal.* Use of the official seal of the Terrebonne Parish Consolidated Government **(in this section hereafter referred to as "official seal") by a non-elected official of the Terrebonne Parish Consolidated Government** shall require the written consent of the parish president or his duly authorized chief administrative officer.
 - a. **Elected officials of the Terrebonne Parish Consolidated Government may use the official seal without the written consent of the Parish President or his duly authorized chief administrative officer provided said use remains within their official governmental capacity as an elected official.**
- (c) *Penalties.* Any person who violates the provisions of this section shall be fined not more than five hundred dollars (\$500.00) for each violation.
 - a. **Elected officials of the Terrebonne Parish Consolidated Government who use the official seal and said use remains within their official governmental capacity as an elected official will not be considered in violation of the provisions of this section.**
 - b. **Elected officials of the Terrebonne Parish Consolidated Government who are found to be using the official seal outside of their official governmental capacity, including but not limited to personal political campaigns or personal businesses, will be found in violation of the provisions of this section and subject to penalties as provided in this section.**

SECTION II

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 III

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

THERE WAS RECORDED:

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

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 24th day of April 2024.

* * * * *

JOHN AMEDÉE, CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed _____
Jason E. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, TAMMY E. TRIGGS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on April 24, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 25TH DAY OF APRIL 2024.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL