

TERREBONNE PARISH RECREATION DISTRICT NO. 2/3

P.O. Box 4254, Houma, LA 70361

Shawn Dupre, Chairman
Wayne Champagne, Vice-Chairman
Lee Dillard
Wren "Buddy" Halford
Chad Quick

Chad Adams
Terese McCormick
Jerome Boykin
Roy Miller

AGENDA
Regular Board Meeting
Wednesday, February 7, 2024
6:00 p.m.
Meeting Location – TPR Annex Building
1192 Barrow Street, Houma 70360

- 1) Call meeting to order
- 2) Invocation and Pledge of Allegiance
- 3) Roll call
- 4) Election of Officers for Chairman and Vice-Chairman
- 5) Public wishing to address the board
- 6) Engineers and Architects Project Status
 - a) All South bid recommendation for facility repairs
- 7) Approve the minutes for the regular meeting of January 3, 2024.
- 8) Financial Report
 - a) Current financial statements to include Balance Sheet and Budget to Actual through January 31, 2024.
- 9) Report on all parks and playgrounds – Discussion and/or possible action regarding:
 - a) Broadmoor
 - b) Southland Field
 - c) Westside Girls' Softball Complex
 - d) Lisa Park Recreation Center
 - e) Tennis Courts and Parks
 - f) Summerfield Park
 - g) Rozand Park
 - h) Skate Park
 - i) Westgate
 - j) Cottage Drive
 - k) Kelly Street
 - l) Bike Trail
 - m) Lisa Park Playground

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE, PLEASE CONTACT SONJA LABAT (985) 438-4668, DESCRIBING THE ASSISTANCE THAT IS NECESSARY.

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- 10) New Business
 - a) Legal Representation
- 11) Council Member's Comments
- 12) Board Member Comments
- 13) Adjourn

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TERREBONNE PARISH RECREATION DISTRICT NO. 2/3

P.O. Box 4254
Houma, LA 70361

MINUTES

REGULAR BOARD MEETING

January 3, 2024

The Board of Commissioners of Recreation District No. 2/3 of the Parish of Terrebonne, State of Louisiana, met at the TPR Annex Building at 1192 Barrow Street on Wednesday, January 3, 2024, at 6:00 p.m.

Commissions Present: Shawn Dupre, Wayne Champagne, Terese McCormick, Jerome Boykin, Chad Adams, Lee Dillard and Wren "Buddy" Halford

Commissioners Absent: Chad Quick

Others Present: Brock Landry, Sonja Labat, Derick Bercegeay and Brian Marceaux with Hebert and Marceaux, Brandon Arceneaux with Total Project Services and Erica Lambert

The meeting was called to order by Shawn Dupre at 6:00 p.m who led us in prayer. Sonja Labat called the roll and it was determined that a quorum was present to conduct business.

Public Wishing to Address the Board:

Erica Lambert was present to discuss various special needs sport events.

Motion by Jerome Boykin, seconded by Lee Dillard to close public. Motion passed.

Engineers and Architects Project Status

Brandon Arceneaux with Total Project Services was present to update the board on two projects. The Southland Field project is complete and the contractor will be requesting retainage soon. The Westgate Park Improvements project was discussed. The project has been progressing slowly due to the holidays. The playground equipment is up and the pavilion should be delivered on February 1st. The second pay application in the amount of \$124,736.85 was submitted.

Merlin Lirette was not present to give a project update but Derick Bercegeay advised that he and Tasch are finalizing the legal clauses in the contract. .

Motion by Chad Adams, seconded by Wayne Champagne to approve the minutes for the regular meeting of December 6, 2023. Motion passed.

Motion by Buddy Halford, seconded by Wayne Champagne to approve the minutes for the special meeting of December 20, 2023. Motion passed.

Motion by Chad Adams, seconded by Lee Dillard to approve the December financial report. Motion passed.

Parks and Playgrounds: Brock provided his report. The bids for the remaining hurricane projects are due tomorrow at 3:30. The repairs are estimated to cost \$200,000. The staff is doing cold weather preparation at all locations. Park signage and bike racks will be installed.

Broadmoor – Pressure Washing.

Southland Field – Brock provided an update on the fencing. Shawn Dupre asked Brock to obtain quotes to replace the sound system. The All Star games will be held at the facility in 2024.

Westside Girls' Softball Complex – Winter work is complete and Terrebonne High will begin practicing at the facility tomorrow.

Lisa Park Gym – Merlin was not present.

Tennis Courts and Parks – Maintained.

Summerfield Park – The fencing is complete. Will begin pressure washing next week.

Rozands Park – The fencing is complete.

Skate Park – Maintained.

Westgate – Maintained.

Cottage Drive – The fencing is complete.

Kelly Street – Maintained.

Bike Trail – Maintained.

Lisa Park Playground – Maintained.

The Chairman thanked Hebert and Marceaux for their legal representation. Motion by Jerome Boykin, seconded by Lee Dillard to table this item until the February meeting. Motion passed.

The Chairman reminded everyone to complete their Ethics and Sexual Harassment Training for the 2024 year.

Chad Adams provided two Miracle League Pamphlets. The UPS store quoted \$94 for 50 and \$189 for 100. Star Printing quoted \$144 for 50 and \$240 for 100. Motion by Lee Dillard, seconded by Buddy Halford to order 100 brochures from UPS in the amount of \$189. Motion passed.

The next regular meeting is scheduled for Wednesday, February 7, 2024, at the TPR Annex Building.

Motion by Jerome Boykin, seconded by Chad Adams to adjourn. Motion passed.

Meeting as adjourned at 6:41 p.m.

Balance Sheet

As of January 31, 2024

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings	
0001100 · Cash-Whitney-368814	968,959.00
0001101 · Cash - Synergy - 665738	439,231.67
0001102 · Synergy - Debt Service	734,740.70
0001103 · Synergy - Capital Projects	3,767,910.17
Total Checking/Savings	5,910,841.54
Other Current Assets	
0001301 · Ad Valorem Taxes Receivable	1,341,038.38
0001401 · Due from Tax Collector	165,562.48
0001402 · Due from State of Louisiana	10,538.00
0001500 · Meter Deposits	2,185.00
Total Other Current Assets	1,519,323.86
Total Current Assets	7,430,165.40
TOTAL ASSETS	7,430,165.40
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
0002100 · Accounts Payable	16,171.82
Total Accounts Payable	16,171.82
Other Current Liabilities	
0002200 · Payroll Liabilities	1,282.42
0002201 · Direct Deposit Liabilities	-4,434.71
0002403 · Deferred Revenue-Ad Val Tax	1,567,973.76
0002410 · 2023 Bond Issuance	4,426,125.00
Total Other Current Liabilities	5,990,946.47
Total Current Liabilities	6,007,118.29
Total Liabilities	6,007,118.29
Equity	
0004000 · Opening Balance Equity	1,765,607.92
0004001 · Unrestricted Net Assets	-180,385.20
Net Income	-162,175.61
Total Equity	1,423,047.11
TOTAL LIABILITIES & EQUITY	7,430,165.40

Terrebonne Parish Recreation District No. 2-3

Profit & Loss Budget vs. Actual

January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Income				
0005100 · Ad Valorem Tax Revenue	0.00	1,324,143.94	-1,324,143.94	0.0%
0005101 · State Revenue Sharing	0.00	31,614.00	-31,614.00	0.0%
0005300 · Concessions	7,179.20			
0005301 · Rental Fees	0.00	2,500.00	-2,500.00	0.0%
0005400 · Interest	0.00	5,000.00	-5,000.00	0.0%
0005600 · Compensation-Property Damage	5,812.90			
Total Income	12,992.10	1,363,257.94	-1,350,265.84	1.0%
Expense				
0006100 · Payroll Expenses	15,658.70	165,000.00	-149,341.30	9.5%
0006102 · Group Insurance	2,744.63	40,000.00	-37,255.37	6.9%
0006103 · Life Insurance	0.00	1,000.00	-1,000.00	0.0%
0006104 · Worker's Comp	691.73	10,000.00	-9,308.27	6.9%
0006106 · New Employee Expenses	0.00	500.00	-500.00	0.0%
0006200 · Office Supplies	76.95	3,000.00	-2,923.05	2.6%
0006201 · Supplies and Materials	66.19	10,000.00	-9,933.81	0.7%
0006203 · Chemicals	191.77	2,500.00	-2,308.23	7.7%
0006204 · Fuel	651.50	9,500.00	-8,848.50	6.9%
0006300 · Utilities	329.58	15,000.00	-14,670.42	2.2%
0006301 · Telephone Expense	43.23	1,000.00	-956.77	4.3%
0006302 · Alarm Monitoring	44.99	16,000.00	-15,955.01	0.3%
0006303 · Garbage	285.00	4,000.00	-3,715.00	7.1%
0006304 · Pest Control	90.00	1,000.00	-910.00	9.0%
0006305 · Bank Charges	0.00	3,000.00	-3,000.00	0.0%
0006306 · Gen Liab & Building Insurance	0.00	45,000.00	-45,000.00	0.0%
0006307 · Bond Insurance	0.00	500.00	-500.00	0.0%
0006308 · Director's & Officer's Insur	0.00	2,000.00	-2,000.00	0.0%
0006309 · Vehicle Insurance	0.00	2,000.00	-2,000.00	0.0%
0006310 · Engineering and Design Fees	11,862.82	100,000.00	-88,137.18	11.9%
0006311 · Legal Fees	270.00	10,000.00	-9,730.00	2.7%
0006312 · Accounting and Secretary Fees	1,550.00	18,000.00	-16,450.00	8.6%
0006313 · Audit Fees	0.00	10,000.00	-10,000.00	0.0%
0006314 · Advertising	0.00	2,000.00	-2,000.00	0.0%
0006400 · Equip Rep & Maint	0.00	2,500.00	-2,500.00	0.0%
0006401 · Vehicle Rep & Maint	13.05	2,500.00	-2,486.95	0.5%
0006402 · Facility Rep & Maint	9,790.72	100,000.00	-90,209.28	9.8%
0006500 · Capital Expenses	130,806.85	500,000.00	-369,193.15	26.2%
0006600 · Misc Expense	0.00	5,000.00	-5,000.00	0.0%
Total Expense	175,167.71	1,081,000.00	-905,832.29	16.2%
Net Income	-162,175.61	282,257.94	-444,433.55	-57.5%

Total Project Services, LLC
294 Meadow View Ct.
Thibodaux, LA 70301
(985)859-8571

February 4, 2024

Terrebonne Parish Recreation District 2-3
P.O. Box 4254
Houma, LA 70361

RE: February Project Update Report

Southland Field Turf

- Contractor has supplied Clear Lien Certificate and requested final payment for retainage. Recommendation has been made for final payment in amount of \$53,394.00. No further business is required for this project.

Westgate Park Improvements

- Contractor has worked 2 days in January, 1/4/24 & 1/31/24.
- On Friday, February 2, 2024, contractor requested extension of time for month of January for 19 rain days. Project specifications include 5 rain days in contract. Furthermore, specifications do not allow work on weekends which a few of the requested days were Saturdays and Sundays. In addition, project specifications require any request for additional time must be made within 7 days from the event which contractor feels justification for additional time arises. This is the first/only request for extension of time on this project. Therefore, response has been made concurring that Friday, January 26, 2024 would be an eligible day for an extension. All other days would not be recommended for time extension. I am awaiting their response but at this time my position is that I would prepare and recommend a change order for 1 additional contract day at the completion of the project along with any further justified changes in a balancing change order.
- Contract time expires Tuesday, February 6, 2024 (which would be yesterday at time of board meeting). The 1 additional day would bring it to Wednesday, February 7, 2024 (today at time of board meeting).
- Playground turf installation and pavilion erection is anticipated to begin after Mardi Gras and be complete by Friday, February 23, 2024. All other outstanding construction items are anticipated to be completed by Friday, February 23, 2024 as well.
- A substantial completion walk through will be scheduled once the turf installation and pavilion erection is complete.
- Contract provisions allow the board to assess liquidated damages for all days between February 6, 2024 and the date of substantial completion less any additional days granted via change order.



www.ascellc.com

January 30, 2024

Mr. Shawn Dupre
Chairman
Terrebonne Parish Recreation District No. 2-3
P.O. Box 4254
Houma, Louisiana 70361

**Re: Hurricane Ida General Facility Repairs
051-004-01 (C)
10 Day Post-Bid Documents**

Mr. Dupre,

We have received from Freetown Builders, LLC, their 10-day post-bid documents for the Hurricane Ida General Facility Repairs Project. We are currently awaiting board approval before moving forward with Notice of Award.

Enclosed are copies of the 10-day post-bid documents for your records. If you have any questions or need any additional information, feel free to call.

Sincerely,

All South Consulting Engineers, LLC



Michael B. Slovensky, P.E.
Engineering Supervisor

enclosure

Metairie

652 Papworth Avenue
Metairie, LA 70005
Tel 504-322-2783

Belle Chasse

305A Main Street
Belle Chasse, LA 70037
Tel 504-394-4424

Houma

107 West Woodlawn Ranch Rd
Houma, LA 70363
Tel 985-537-8893

Raceland

3744 Highway 1
Raceland, LA 70394
Tel 985-537-8893

Ascension

1056 E. Worthey Street,
Gonzales, LA 70737
Tel 225-532-1406

Sample
Required of Apparent Low Bidder Only
AFFIDAVIT
VERIFICATION OF CITIZENSHIP

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

Blake Boudreaux

(name)

who after being first duly sworn, deposed and said that:

1. I am the Owner of Freetown Builders LLC.
(title) (company)
2. I swear that Freetown Builders LLC is registered and participates in a status verification system
(company)
to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
3. I verify that if Freetown Builders LLC is awarded the contract, it shall continue, during the
(company)
term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. I acknowledge that Freetown Builders LLC shall require all subcontractors to
(company)
Submit to Freetown Builders LLC a sworn affidavit verifying compliance with Paragraphs (2) and (3) of
(company)
the Affidavit.



Name: Blake Boudreaux

Title: Owner

Company: Freetown Builders LLC

Sworn to and subscribed before me at Houma, Louisiana,
on this 18 day of January 20 24.


NOTARY PUBLIC



HURRICANE IDA REPAIRS

SECTION G

CONTRACTOR'S AFFIDAVIT

STATE OF LOUISIANA
PARISH OF Terrebonne

BEFORE ME, the undersigned authority, on this day personally came and appeared:

1) That he is Blake Boudreaux, and duly authorized representative of Freetown Builders LLC, whose address is 517 Amarillo Dr., Houma, La 70360.

2) That on 1/18/24, the said firm did enter into a public contract with Terrebonne Parish Recreation District No. 2-3, for **Hurricane Ida General Facility Repairs**.

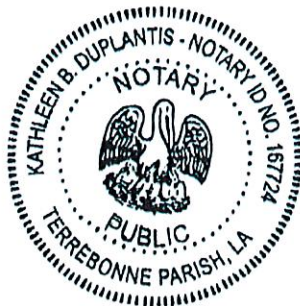
3) That the firm has not employed any person, corporation, firm association or other organization, either directly or indirectly, to secure the said public contract under which he has or will receive payment, other than persons regularly employed by the firm and whose services in connection with the construction of said project or in securing the above said public contract were in regular course of their duties for the firm.

4) That no part of the contract price received by affiant was paid nor 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 the firm and whose services in connection with the construction of the public project were in regular course of their duties of the firm, so help him God.


CONTRACTOR

* * * * *

Sworn to and subscribed before me, this 18 day of January, 2024




NOTARY PUBLIC

Sample
Required of Apparent Low Bidder Only
ATTESTATION
AFFIDAVIT AS TO LA. R.S. 38:2227

STATE OF LOUISIANA

PARISH OF Terrebonne

BEFORE ME, the undersigned authority, on this day personally came and appeared:

Blake Boudreaux

(print name of affiant signing affidavit)

who did depose and state:

PART I. TO BE COMPLETED BY SOLE PROPRIETOR

(Business Entities must complete Parts II and III.)

1. that he is a sole proprietor doing business under the name _____;
2. that his address is _____;
3. that on _____, he did submit a bid for a public contract with Terrebonne Parish Recreation District No. 11, for the construction of ASCE Project No. _____, bearing the name: _____;
4. that since July 2, 2010, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and
5. that since July 2, 2010, or for a period of five years prior to the date of his bid for said project, whichever is shorter, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

PART II. TO BE COMPLETED BY AUTHORIZED AGENT OF BUSINESS ENTITY

(Sole Proprietors must complete Parts I. and III.)

1. that he is Blake Boudreaux, a duly authorized representative of Freetown Builders LLC (hereinafter the "bidding entity"), who's address is 517 Amarillo Dr., Houma, LA 70360;
2. that on 1/18/24, the said bidding entity did submit a bid for a public contract with Terrebonne Parish Recreation District No. 11, for the construction of ASCE Project No. 051-004-01(C), bearing the name: Freetown Builders LLC;

3. that since July 2, 2010, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and
4. that since July 2, 2010, or for a period of five years prior to the date of said bidding entity's bid for said project, whichever is shorter, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting, Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

PART III. ATTESTATION

Affiant Signature: _____

Blake Boudreaux

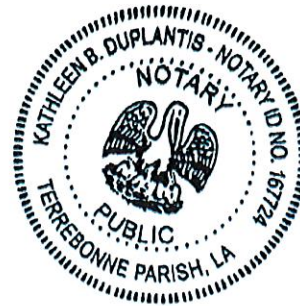
Affiant Name Printed: Blake Boudreaux

Title of Affiant: Owner

Bidding Entity or Company: Freetown Builders LLC

Sworn to and subscribed before me, in the Parish of Terrebonne, Louisiana this 18 day of January, 20 24.

Kathleen B. Duplantis
NOTARY PUBLIC



Certification for Contracts, Grants, Loans, and Cooperative Agreements
As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

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

1. 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.
2. 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.
3. 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. Code. 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, Freetown Builders LLC, 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.


Contractor's Authorized Official

1/18/24
Date

Blake Boudreaux - Owner

Name & title of Contractor's Authorized Official

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Freetown Builders, LLC.
313 Gordon St,
Lafayette, LA 70501

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Terrebonne Parish Recreation District 2-3
PO Box 4254

Houma, Louisiana 70361

BOND AMOUNT: 5% of the total bid amount

PROJECT: Hurricane Ida General Facility Repairs

(Name, location or address, and Project number, if any)

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of January, 2024

Laurin Boudreau
(Witness)

Freetown Builders, LLC.

(Principal)

(Seal)

Blake Boudreau
(Signature) Blake Boudreau owner

The Ohio Casualty Insurance Company

(Surety)

Ryan Gumbata
(Witness)

Aaron M. Steffy
Aaron M. Steffy, Attorney in Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209969-992384**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa M. Battista; Ryan Gumbita; Christopher D. Kolger; Joseph Perschy; Aaron M. Steffy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LAW OFFICE OF

MICHELLE LYONS NEIL, LLC

office 985.746.5356
fax 985.872.0662

Michelle L. Neil, JD
michelle@mlnlegal.com

January 18, 2024

Neil D.W. Montgomery, JD
neil@mlnlegal.com

Via Email Only: sdupre@qualityenergy.net
Shawn Dupre, Chairman
Terrebonne Parish Recreation District No. 2-3
107 Recreation Drive
Montegut LA 70377

Amanda L. Mustin, JD
amanda@mlnlegal.com

Brianna Wilson Orgeron, JD
brianna@mlnlegal.com

Derick A. Bercegeay, JD
derick@mlnlegal.com

Re: Legal Services Agreement
Terrebonne Parish Recreation District No. 2-3

Dear Shawn:

Thank you for considering my law firm to serve as legal counsel for the Terrebonne Parish Recreation District No. 2-3. Please distribute this Agreement to the commissioners of the Board of Recreation District 2-3 for their review.

This Legal Services Agreement will become effective upon date of execution by client, and my representation is as described below. It is my policy to confirm in writing the nature of the engagement and the terms of my legal representation. If you do not understand all the terms or language in this Agreement, please contact me prior to signing it.

Identification of Parties: This Agreement is made between the Law Office of Michelle Lyons Neil, LLC, hereinafter referred to as "Law Firm," or "I" or "My" or "Me" and Terrebonne Parish Recreation District No. 2-3, hereinafter referred to as "You" or "Client." There are no intended third-party beneficiaries to the relationship between my law firm and you.

Scope of Representation: You are engaging this law firm to represent Terrebonne Parish Recreation District No. 2-3 in litigation and non-litigation matters assigned to this law firm by Client.

Limited Scope of Representation: The scope of my representation does not include advice or services regarding accounting, tax, financial matters or business management, and related non-legal matters. If you wish for me to consult with other professionals retained by you, I will communicate with you in writing to confirm prior to initiating same. The scope of my representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate, but I will consult on your behalf or engage on your behalf with a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services upon your confirmation.

Legal Fees and Billing Statements: I will submit monthly invoices for these legal services to the Terrebonne Parish Consolidated Government through its CFO on a monthly basis. I understand that you will make arrangements with TPCG's CFO to reimburse TPCG for those payments. On the basis of my time, charges are \$150.00 per hour for all legal work and services. Hourly time is billed in increments of 1/10 of an hour. This hourly fee is subject to change upon 60 days' notice to you. In the event I notify you of an increase in hourly fees, you have the right to terminate our contract upon

written notice to me. Expenses, defined below, and fees will be separately stated on the bill. My billing statements are due and payable upon presentation and become past due after 30 days. If there are any questions relating to the services or the charges, I will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in my memory at that time. Accordingly, you agree to notify me in writing or email within 30 days of receiving my billing statement if you dispute any entry for legal services or charges on any billing statement.

Expenses: In the course of rendering legal services to you, it may be necessary for me to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, telephone calls, travel, lodging, and meals. The actual expenses and administrative fees incurred will vary depending on the services that I provide to you. Expenses will be billed to you as my out-of-pocket costs. The costs to Client for photocopying are \$0.25 per page. The costs to Client for mileage will be the current standard mileage rate published by the federal government. Third-party expenses may be forwarded directly to you for payment.

Responsible Attorney: I will handle the matters assigned to me for legal services. I may also assign matters to the associates in this law firm for handling, under my supervision. I may associate with and work with any other attorney with the written approval of your chairman. If you have any questions or concerns regarding delegation of responsibilities and work, please contact me to discuss these issues.

Conflicts: The relations between the Law Firm and Client do not create mutual exclusivity. The Client may use the services of other Law Firms for the purpose of fulfilment of any assignment. In addition, the Law Firm retains the rights to render legal assistance to other persons and execute assignments which do not present a conflict of interest between Client and me. This includes but may not necessarily be limited to the following: Client acknowledges that I am the appointed Parish Attorney for the Terrebonne Parish Consolidated Government, and I handle legal matters assigned to me by that client. Client acknowledges that this firm also represents the Houma Restoration District, the Terrebonne Economic Development Authority, the Terrebonne Economic Development Foundation, Terrebonne Parish Recreation District 6, Terrebonne Parish Recreation District 10, and I provide legal services on a case-by-case basis to several recreation districts and fire protection districts. Client acknowledges that it is my intent to continue to represent all of these clients for litigation and non-litigation matters assigned to me. Client and I agree that my representation of these entities does not present a conflict of interest. To the extent a conflict is presented, and is waivable under the rules of professional conduct, Client hereby waives such conflict. Client and I agree to notify each other of any conflict which is waivable, and Client reserves the right to rescind and/or withhold such waiver of conflict at any time. Client and I agree to immediately notify each other in the event a non-waivable conflict arises, and the appropriate action shall be taken to avoid or resolve such conflict.

Client Responsibilities: In order for me to represent Client effectively and efficiently, I expect Client to provide me with full disclosure of all information Client may have related to the subject of the matter assigned to me. Client should always share with me its expectations and concerns regarding my services. Client should be actively involved in the strategy and management of its legal affairs, and I encourage candid and frequent communication between us. I will keep the Client informed of developments regarding my legal services, and I will consult with Client as necessary to ensure the timely, effective, and efficient completion of my work.

Disclaimer of Guaranty. Although Law Firm may express an opinion about possible results regarding the outcome of Client's matter, Law Firm cannot guarantee any particular result. Client acknowledges that Law Firm has made no promises about the outcome and that any opinion offered by Law Firm in the future will not constitute a guaranty.

Termination. Either Client or Law Firm may terminate this Agreement at any time by notifying the other in writing. The Law Firm may terminate fulfillment of any assignment with an immediate effect upon informing the Client thereof provided that such termination does not contradict rules of professional conduct. Upon termination for any reason, Client shall pay Law Firm for any fees and expenses incurred prior to the date of termination.

File Retention and Destruction: At the conclusion of each matter, the matter will be closed, and I will retain a client file of your matter for a period of five (5) years, unless a longer retention period is required by law. I may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, I will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the retention period, I will destroy all client file materials unless you notify me in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. To the extent allowed by law, I reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of this Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm. If you have any questions or concerns about the terms of this engagement agreement, please contact me immediately. On behalf of the law firm, I appreciate the opportunity to represent you. By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

Sincerely,



MICHELLE L. NEIL

Cc via email: Derick A. Bercegeay

ACKNOWLEDGED AND AGREED TO:

X: _____

Name: _____

O/B/O TERREBONNE PARISH RECREATION DISTRICT NO. 2-3

Approved by the Board at its regular meeting of _____

Date: _____