



## NOTICE

**NOTICE IS HEREBY GIVEN** that upon the unanimous decision of all members on October 4<sup>th</sup> to meet in the first and third week of the month, the Board of Commissioners of the Southside Economic Development District will meet in Legal and Regular Session at its regular meeting place, the SEDD Headquarters located at 1711 Arizona Avenue, 71201, Monroe, Louisiana, Tuesday, October 19, 2021, beginning at 10:00 a.m., for the following purpose:

To consider and act on all items listed on the attached agenda.

**NOTICE IS FURTHER GIVEN** that the SEDD reserves the right to change, add to or delete, any item listed on the attached agenda.

All interested persons are invited to attend this meeting.

Please be advised that the SEDD will embrace public participation to the maximum extent while still adhering to social distancing guidance per executive order by the Governor and the Attorney General's Memo concerning the Open Meetings Law. Citizens attending the meeting will be provided an opportunity to comment at the conclusion of the meeting.

## Agenda

**Legal and Special Meeting – October 19, 2021, at 10:00 a.m.**

### 1. Roll Call and Declaration of Quorum

Mr. Moore  
Mr. Dhaliwal

Mr. Watson  
Rev. Campbell  
Mr. Little  
Mr. Jones  
Mr. Wright

## **2. INVOCATION**

3. **ACTION:** The board will consider approval of the May 10, 2021, June 21, 2021, June 28, 2021, July 7, 2021, and September 13, 2021 board minutes.
4. **ACTION:** The board will consider a resolution (4) to receive and accept the resignation of Trevelyan Brown as a President and board member of SEDD.
5. **ACTION:** The board will conduct an election to fill the vacant office of President.
6. **ACTION:** The board will consider a resolution (5) to confirm a contract with Beatrice Brito to perform clerical services for SEDD at a maximum cost of \$3,600 between October 2021 and December 2021.
7. **ACTION:** The board will review and then consider a resolution (6) to approve the 2021 Economic Development Plan to be forwarded to the City Council for approval.
8. **ACTION:** The board will consider a resolution (7) to accept the resignation of Charles Theus as Executive Director and office manager of SEDD, effective December 31, 2021.

## **9. Citizen's Participation**

## **10. Adjourn**

**A Resolution**

**NO. 4**

The following resolution was introduced by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**A RESOLUTION TO ACKNOWLEDGE AND ACCEPT THE RESIGNATION OF TRAEVELYAN BROWN AS PRESIDENT AND MEMBER OF THE SEDD BOARD OF COMMISSIONERS**

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**WHEREAS** the SEDD has received a written letter of resignation from Traevelyan Brown as President of the SEDD Board Commissioners and as a member.

**WHEREAS** the SEDD board recognizes and appreciates the many months of dedicated service Mr. Brown has invested in the success of the SEDD program to help the economic and social welfare of South Monroe; and

**THEREFORE**, be It resolved by the Southside Economic Development District in legal and regular session that the resignation of Travevelyn Brown as President and member of the SEDD the Board of Commissioners be officially acknowledged with regret;

**BE IT RESOLVED**, that the position of President be declared vacant with duties of President to assumed by the vice-president until such time as a new president elected; and

**MOREOVER**, the Monroe City Council shall be notified of the resignation and any replacement, approved by the City Council, be acknowledged and seated.

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This resolution after being submitted in writing, was then submitted to a vote of SEDD board of commissioners, with the vote being as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

The resolution was declared ADOPTED \_\_\_\_\_ or DEFEATED \_\_\_\_\_ on October 19, 2021.

\_\_\_\_\_  
Presiding Officer

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Secretary

**A Resolution**

**NO. 5**

The following resolution was introduced by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**A RESOLUTION TO AUTHORIZE A CONTRACT WITH BEATRICE BRITO TO PERFORM CLERICAL SERVICES FOR SEDD AT A MAXIMUM COST OF \$3,600 BETWEEN OCTOBER 2021 AND DECEMBER 2021.**

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**WHEREAS** the SEDD desires to update its records, forms, minutes, policy manuals and compliance procedures to meet legal and professional standard, and requires the services of an independent contractor to perform the needed updates.

**THEREFORE**, be It resolved by the Southside Economic Development District in legal and regular session that the attached memorandum of understanding between SEDD and Beatrice Brito be authorized and executed.

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This resolution after being submitted in writing, was then submitted to a vote of SEDD board of commissioners, with the vote being as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

The resolution was declared ADOPTED \_\_\_\_ or DEFEATED \_\_\_\_ on October 19, 2021.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Secretary



**Memorandum of Understanding  
Between  
Beatrice Brito and the Southside Economic Development District  
Agreement**

This agreement is between Beatrice Brito and the Southside Economic Development District, (Hereafter referred to as SEDD) located at 1711 Arizona Street, Monroe, La.

**CONTRACTED TASKS**

**IT IS AGREED** that between October 19, 2021, and December 31, 2021, that Beatrice Brito, at the direction of the executive director, will perform the following services for SEDD as an independent contractor:

- A. Update files, records, reports and minutes of SEDD as directed.
- B. Create, organize and update existing policy files, reports, and memorandums
- C. Prepare Slide Presentations for 2021 SEDD Economic Plan
- D. Layout the 2021 SEDD Economic Plan in a booklet format
- E. Develop a Facebook and Instagram presence for SEDD, and provide input on the development of SEDD promotional materials and videos.
- F. Prepare minutes of official SEDD meetings, and forward executed approved minutes and resolutions to council Clerk of the City of Monroe.
- G. Assist in the preparation of documents, presentations and materials associated with the Board's Micro Lending program.

**CONTRACTOR STATUS**

**IT IS AGREED** that Beatrice Brito is not an employee of SEDD, but instead is an independent contractor and will perform the agreed upon tasks pursuant to her own timeline, but SEDD's completion schedule.

**IT IS AGREED** that the total compensation for the services Beatrice Brito will be \$3,600 paid in the following manner:

October 31, 2021, \$1,200.  
November 30, 2021, \$1,200  
December 31, 2021, \$1,200. The December increment will be paid upon successful completion of Items A-G above.

### **CONFIDENTIALITY**

**IT IS AGREED** that since Beatrice Brito will have access to confidential information and discussions while performing her contracted tasks, she is prohibited from disclosing to third parties, under any circumstances, the substance of conversations, actions, deliberations or documents without the consent of the SEDD executive assigned to direct her activities.

**IT IS AGREED** that Beatrice Brito will not divulge, release any documents, files, or knowledge pertaining to operation of SEDD for personal use or those of third parties outside of SEDD. This includes copying files, digital data, recordings or any other means of recording unless directed to do so by the SEDD executive assigned to direct her activities.

**IT IS AGREED** that should Beatrice Brito during or after the term of this agreement disclose or threaten to disclose confidential information named or referred to in this agreement that this agreement will be considered breached and any payments due will be canceled. In case of a breach of this confidentiality agreement SEDD shall be entitled to seek an injunction to restrain unauthorized disclosures and other legal remedies deemed appropriate.

### **INTELLECTUAL PROPERTY**

**IT IS AGREED** that any intellectual property generated by Beatrice Brito while executing the tasks included in this agreement is considered the exclusive property of SEDD.

**IN WITNESS THEREOF** of the terms of this agreement Beatrice Brito and the authorized representative of SEDD affix their signatures below.

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Beatrice Brito

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Authorized SEDD representative

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Date

**A Resolution**

**NO. 6**

The following resolution was introduced by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**A RESOLUTION TO APPROVE THE 2021 SEDD ECONOMIC DEVELOPMENT PLAN TO BE FORWARDED TO THE CITY COUNCIL FOR APPROVAL.**

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**WHEREAS** the SEDD desires to undertake a series of economic projects to improve the Southside’s ability to create increased economic, opportunities, safer communities, and infrastructure improvements; and

**WHEREAS** any economic plan SEDD undertakes must be submitted to the City of Monroe Planning Department for review and finally to the Monroe City Council for its approval;

**THEREFORE**, be It resolved by the Southside Economic Development District in legal and regular session that the Economic Plan approved in its October 4, 2021, meeting be approved and forwarded to the City of Monroe for approval.

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This resolution after being submitted in writing, was then submitted to a vote of the SEDD board of commissioners, with the vote being as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

The resolution was declared ADOPTED \_\_\_\_\_ or DEFEATED \_\_\_\_\_ on October 19, 2021.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Secretary



**A Resolution**

**NO. 7**

The following resolution was introduced by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**A RESOLUTION ACCEPTING THE RESIGNATION OF CHARLES THEUS AS OFFICE MANAGER OF THE SOUTHSIDE ECONOMIC DEVELOPMENT DISTRICT EFFECTIVE DECEMBER 31, 2021**

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**WHEREAS** the SEDD in its September 22, 2021 meeting, held an executive session and discussed the character, and professional competence, of Charles Theus and afterwards in open meeting terminated his services as executive director; and

**WHEREAS** Mr. Theus was not notified in writing that his character, professional competence or mental and physical health might be discussed at the meeting at least 24 hours prior to the meeting as required by R.S. 42:17 A (1); and

**WHEREAS** persons not a part of the board’s approved staff were within earshot of discussions of Mr. Theus’ character and professional competence contrary to law;

**WHEREAS** the board’s error resulted in statements that erroneously impugned his character and professional competence, and exposed the board to possible litigation;

**THEREFORE**, be It resolved by the Southside Economic Development District in legal and regular session, that the termination of Charles Theus is hereby reversed and the board accept his written resignation as the executive director and office manager of SEDD effective December 31, 2021. The board will enter into a written agreement with Mr. Theus detailing his duties and compensation. Moreover, the board offers its sincere apology to Mr. Theus for any difficulties its error may have caused him and his family.

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This resolution after being submitted in writing, was then submitted to a vote of the SEDD board of commissioners, with the vote being as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

The resolution was declared ADOPTED \_\_\_\_ or DEFEATED \_\_\_\_ on October 19, 2021.

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Presiding Officer

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Secretary



**Memorandum of Understanding  
Between  
Charles Theus and the Southside Economic Development District  
Agreement**

This agreement is between Charles Theus and the Southside Economic Development District, (hereafter referred to as SEDD) located at 1711 Arizona Street, Monroe, La.

**EMPLOYMENT AGREEMENT**

**IT IS AGREED** that between October 19, 2021, and December 31, 2021, that Charles Theus will be employed by the SEDD as it Program Manager with the following duties:

- A. Manage the daily operation of the SEDD office.
- B. Oversee the staff or contracted service agents of SEDD.
- C. Direct the planning, development and execution of a Micro-Loan Program for SEDD. This includes:
  - a. Preparing all partnership documents with lending institutions.
  - b. Preparing all documents, forms related to the execution of the program inclusive of timelines, and program promotion
- D. Help plan and promote the Upcoming Tax Incentive Financing program with the City of Monroe between October 19, 2021 and December 31, 2021.
- E. Perform all tasks within the scope of his employment duties as directed by the SEDD board.

**COMPENSATION**

**IT IS AGREED** that the total compensation for the services of Charles Theus will be \$15,000 paid in the following manner:

October 31, 2021, \$5,000  
November 30, 2021, \$5,000

December 31, 2021, \$5,000.

**IT IS AGREED** that SEDD, through the City of Monroe's finance department, will deduct and pay all State and Federal taxes, SS payments and remit the net in a monthly payroll check to Mr. Theus.

**IT IS AGREED** that Mr. Theus, in his capacity as Program Manager, will comply with all city, state and federal laws as well as directives of the SEDD Board and that failure to do so could result in his immediate termination.

### **CONFIDENTIALITY**

**IT IS AGREED** that since Charles Theus will have access to confidential information and discussions while performing his duties, he is prohibited from disclosing to third parties, under any circumstances, the substance of conversations, actions, deliberations or documents without the consent of the SEDD executive assigned to direct his activities.

**IT IS AGREED** that Charles Theus will not divulge, release any documents, files, or knowledge pertaining to operation of SEDD for personal use or those of third parties outside of SEDD. This includes copying files, digital data, recordings or any other means of recording unless directed to do so by the SEDD executive assigned to direct her activities.

**IT IS AGREED** that should Charles Theus during or after the term of this agreement disclose or threaten to disclose confidential information named or referred to in this agreement that this agreement will be considered breached and any payments due will be canceled. In case of a breach of this confidentiality agreement SEDD shall be entitled to seek an injunction to restrain unauthorized disclosures and other legal remedies deemed appropriate.

### **INTELLECTUAL PROPERTY**

**IT IS AGREED** that any intellectual property generated by Charles Theus while executing the tasks included in this agreement is considered the exclusive property of SEDD.

**IN WITNESS THEREOF** of the terms of this agreement Charles Theus and the authorized representative of SEDD affix their signatures below.

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Charles Theus

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Authorized SEDD representative

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Date