



# St. James Parish Council

P. O. Box 176  
Vacherie, Louisiana 70090  
(225) 562-2400  
FAX (225) 562-2401  
TDD: (225) 562-8500  
council@stjamesla.com

**Alvin St. Pierre, Jr.**  
Chairman

**Vondra Etienne-Steib**  
Vice-Chairwoman

**Linda Hubbell**  
Secretary

March 3, 2020

Honorable Members  
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, March 4, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse in Convent.

Please make every effort to attend.

Sincerely,

Linda Hubbell  
Secretary

cc: Parish President Pete Dufresne & Staff  
Assistant District Attorney Cody Martin  
The News Examiner/Enterprise  
The Morning Advocate  
L'Observateur

*Note: St. James Parish will provide, upon request, reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact 1-800-846-5277 (TDD), 1-800-947-5277 (Voice) or 562-2400 (Handicapped) to discuss the particular accommodation needed.*

<b>Alvin St. Pierre, Jr.</b>	<b>Jason Amato</b>	<b>Ryan Louque</b>	<b>Mason Bland</b>	<b>Clyde Cooper</b>	<b>Vondra Steib</b>	<b>Donald Nash</b>
District 1	District 2	District 3	District 4	District 5	District 6	District 7

**AGENDA**  
**ST. JAMES PARISH COUNCIL**  
**Parish Courthouse – 5800 Hwy 44, Convent, LA**  
**WEDNESDAY, MARCH 4, 2020**

**6:30 P.M.– REGULAR MEETING**

**I. CALL TO ORDER & ROLL CALL**

**II. PRAYER & PLEDGE**

**III. MINUTES**

1. Approval of the February 19, 2020 public hearing minutes
2. Approval of the February 19, 2020 regular meeting minutes

**IV. FINANCE DEPARTMENT MONTHLY REPORT**

1. Approval of the January 2020 Statement of Revenues and Expenditures.

**V. PRESIDENT’S REPORT**

**VI. PUBLIC COMMENT** on any agenda item requiring a Council vote in accordance with La. R.S. 42:14.

**VII. PRESENTATION**

1. Michael Wright, Treasurer, National Kidney Foundation - Proclaiming March 2020 as National Kidney Month in St. James Parish (Dufresne)
2. Mrs. Diane Wilson, Formosa Texas water discharge issues (Cooper)

**VIII. CORRESPONDENCE RECEIVED** - None

**IX. APPOINTMENTS TO BOARDS AND COMMISSIONS**

1. Resolution reappointing Brandon Gravois to the St. James Parish Coastal Zone Advisory Board (Louque)
2. Resolution appointing Darlene Riley to the Keep St. James Parish Beautiful Board (Dufresne)
3. Resolution appointing Pam Poche to the Keep St. James Parish Beautiful Board (Dufresne)

**X. OLD BUSINESS**

1. Director’s Update
  - District 5 Alternate Access Route (Cooper)
  - North Vacherie Railroad Culvert Upgrade Project Status Update (Etienne-Steib)
  - Acquisition of Land for Multipurpose Building Update (Etienne-Steib)

**XI. NEW BUSINESS**

1. Resolution to approve disbursement of payroll for the March 6, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution Proclaiming the Month of March 2020 as National Kidney Month in St. James Parish (Dufresne)
4. Resolution authorizing the St. James Parish President to execute a legal services contract with Butler Snow, LLP in connection with the St. James Parish Land Use Plan, the District 5 Multipurpose Building, Redistricting and elections, and related matters (Dufresne)
5. Resolution authorizing the St. James Parish President to sign and execute a contract with James Purpera Governmental Consulting to provide State Capital Outlay Budget Consulting Services (Dufresne)
6. Resolution indicating the intention of the Parish of St. James, State of Louisiana, to become a participating political subdivision in the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”); approving the appointment of a director to represent the parish on the Board of Directors of the Authority; and otherwise providing with respect thereto as provided by Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended. (Dufresne)
7. Resolution proclaiming March 9, 2020 as Realtor® Appreciation Day in St. James Parish (Amato)
8. Resolution to amend the contract with Meyers Engineering in regard to the South Vacherie Sewer Assimilation Project (Dufresne)
9. Introduction of Ordinance, An Ordinance adopting an amendment to the annual Budget of Revenues and Expenditures for the fiscal year January 1, 2020 to December 31, 2020, Parish of St. James, State of Louisiana (Dufresne)
10. Introduction of Ordinance, An Ordinance to authorize the purchase of immovable property by the Parish of St. James (Dufresne)

**XII. COUNCIL MEMBER’S REPORT**

**XIII. DIRECTOR’S REPORT**

#### **XIV. MOTION TO ADJOURN**

To view backup documentation please visit [www.stjamesla.com/agendacenter](http://www.stjamesla.com/agendacenter)

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The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION REAPPOINTING BRANDON GRAVOIS TO THE ST.  
JAMES PARISH COASTAL ZONE ADVISORY BOARD**

WHEREAS, the term of Brandon Gravois, a member of the St. James Parish Coastal Zone Advisory Board, has expired; and,

WHEREAS, Mr. Gravois, has since his original appointment, rendered services and performed duties faithfully and well; and,

WHEREAS, it is the wishes of the St. James Parish Council that his tenure be continued:

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Brandon Gravois, P.O. Box 1, Hester, Louisiana, 70743, is hereby reappointed to serve as a member of the St. James Parish Coastal Zone Advisory Board, St. James Parish, for a term running concurrent with the Parish Council.

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

**C E R T I F I C A T E**

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

(S E A L)

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION APPOINTING DARLENE RILEY TO THE KEEP ST. JAMES  
PARISH BEAUTIFUL BOARD**

WHEREAS, Ordinance 96-11 establishes the creation of the Keep St. James Beautiful Board for St. James Parish and that the members of the board shall be appointed by the parish governing authority; and,

WHEREAS, it is the wishes of the Parish Council that Darlene Riley be appointed to the Keep St. James Beautiful Board as a representative of the Parish President:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Darlene Riley, P.O. Box 659, Gramercy, Louisiana, 70052, is hereby appointed to the Keep St. James Beautiful Board as a representative of the Parish President, said term to run concurrent with that of the members of the Parish Council.

And, the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

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Signed at Convent, Louisiana, this 5th day of March 2020.

(S E A L)

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION APPOINTING PAM POCHE TO THE KEEP ST. JAMES  
PARISH BEAUTIFUL BOARD**

WHEREAS, Ordinance 96-11 establishes the creation of the Keep St. James Beautiful Board for St. James Parish and that the members of the board shall be appointed by the parish governing authority; and,

WHEREAS, it is the wishes of the Parish Council that Pam Poche be appointed to the Keep St. James Parish Beautiful Board as a representative of the Parish President:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Pam Poche, 1869 Second Street, Lutcher, LA 70071, is hereby appointed to the Keep St. James Parish Beautiful Board as a representative of the Parish President, said term to run concurrent with that of the members of the Parish Council.

And, the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

(S E A L)

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE  
MARCH 6, 2020 PAYROLL**

WHEREAS, the employee payroll is March 6, 2020 and said payroll is reflected in the payroll disbursement report presented to the Parish Council with this Resolution.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve disbursement of the March 6, 2020 payroll and further authorizes the Parish President and Director of Finance to execute all necessary documents, including but not limited to wire transfer forms with financial services institutions, to perfect the disbursement of payroll.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

**C E R T I F I C A T E**

I, Hollie Zeringue, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

(S E A L)

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

The following resolution was offered and moved for adoption by Council \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO APPROVE DISBURSEMENT OF FUNDS TO PAY  
PENDING CURRENT INVOICES AND PAYABLES**

WHEREAS, invoices payable to vendors, employees and other reimbursements due and all other current payables to be processed this week; and.

WHEREAS, according to the Home Rule Charter, Article III §C(2)(a)(v), all checks and warrants drawn against the parish treasury shall be approved by a majority vote of the St. James Parish Council and the Parish Council by Resolution authorizes the administration to execute, sign or countersign any such check or draft in accordance with said provision.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, March 5, 2020.

This resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

(S E A L)

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION PROCLAIMING THE MONTH OF MARCH 2020 AS  
NATIONAL KIDNEY MONTH IN ST. JAMES PARISH**

WHEREAS, There are an estimated 37 million Americans with kidney disease – that’s one out of every seven or 15% of the adult population.

WHEREAS, 33% of American adults in the United States are at risk for kidney disease - that’s one in every three.

WHEREAS, Kidney disease is the 9th leading cause of death in the U.S. and it is growing in prevalence.

WHEREAS, In Louisiana, there are over 460,000 diagnosed with chronic kidney disease, over 16,000 on dialysis, and 1,800 waiting for a lifesaving kidney transplant.

WHEREAS, Louisiana ranks number one per capita in incidences of chronic kidney disease because of the high prevalence of high blood pressure and diabetes in our population.

WHEREAS, Critical attention should be given to this often overlooked health crisis which affects those with major risk factors including diabetes, high blood pressure, heart disease, obesity, and a family history of kidney failure.

WHEREAS, March is National Kidney Month and March 12, 2020 is World Kidney Day. The National Kidney Foundation of Louisiana is calling on everyone to “heart their kidneys” and get tested if they are at risk.

NOW THEREFORE BE IT RESOLVED, that Parish President Peter A. Dufresne and the St. James Parish Council do hereby proclaim March 2020 as National Kidney Month in St. James Parish.

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

(S E A L)

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION 20 –  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO EXECUTE A LEGAL SERVICES CONTRACT WITH BUTLER SNOW, LLP IN CONNECTION WITH THE ST. JAMES PARISH LAND USE PLAN, THE DISTRICT 5 MULTIPURPOSE BUILDING, REDISTRICTING AND ELECTIONS, AND RELATED MATTERS**

**WHEREAS**, under the authorization of Resolution 16-139, adopted by the St. James Parish Council on September 7, 2016, the firm of Butler Snow LLP has provided legal services to St. James Parish in connection with the St. James Parish Land Use Plan, pending litigation of the St. James Parish District 5 Multipurpose Building, redistricting and elections, and other related items as needed; and

**WHEREAS**, the contract with Butler Snow, LLP was renewed and extended through February 29, 2020 by Resolution 19-237 approved by the St. James Parish Council on November 26, 2019; and,

**WHEREAS**, the parish continues to need legal services in the areas described above, and it is desirable for such services to be provided by Butler Snow LLP;

**NOW THEREFORE BE IT RESOLVED** by the St. James Parish Council, that the Parish President is hereby authorized to execute a renewal contract between St. James Parish and Butler Snow LLP, substantially in the form attached hereto, to provide legal services in connection with the St. James Parish Land Use Plan, the pending litigation of the St. James Parish District 5 Multipurpose Building, redistricting and elections, and related items as needed, for a three-year period beginning March 1, 2020.

This resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

(S E A L)

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Hollie Zeringue  
Deputy Secretary

**MASTER CONTRACT  
for  
PROFESSIONAL SERVICES**

**BE IT KNOWN** that on this 1<sup>st</sup> day of March, 2020,

**St. James Parish Government**, by and through the Office of the Parish President (hereinafter sometimes referred to as the "Parish"), as approved by Resolution adopted by the Parish Council of St. James;

And

**Butler Snow LLP** qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, **THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.**

**1. SCOPE OF SERVICES**

- A. The Scope of services to be provided by the Provider may be entered as a scope document, Task Order, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as Exhibit A and made a part hereof as if written herein in full. All work shall be under the direction of Director of Operations, Rick Weber, or his designee, hereinafter called the **PROJECT MANAGER**, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.
- B. The compensation to the Provider for these services shall not exceed \$134,000 on an annualized basis.

**2. TERM OF CONTRACT**

- A. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.
- B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of three (3) years, beginning on March 1, 2020 and ending February 28,

2023.

C. This Professional Services Contract shall terminate as follows:

1. As per the terms and conditions of Paragraph 9, and/or
2. As per operation of law, and/or
3. As per agreement between the parties, and/or
4. As per the Parish Charter.

**3. DOCUMENTS**

- A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.
- B. Except for privileged attorney work product, all data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The Provider shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.
- C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.
- D. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the Provider but shall remain the property of the Owner to the extent the Owner has a property interest therein.
- E. Notwithstanding any Section hereinafter, there will be retention of all related records:
- (1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract.
  - (2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of

either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.

- (3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- (4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
  - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.
  - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.

F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.

G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.

H. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

I. All data used in preparing and as a result of analysis performed for the purpose of this contract shall be submitted to the Parish as a final deliverable upon completion. The format shall be on media of USB flash drive or DVD. All drawing data shall be provided in formats applicable to the profession. GIS data shall be provided in Shapefiles. Engineering and Architecture plans shall be provided in AutoCAD. Collected data shall be in excel. The Parish reserves the right to request the data in a separate format upon the need arise due to software compatibilities. Final payment of the contract will be withheld until the electronic files are provided.

#### **4. PAYMENT OF ALL FEES AND ALL EXPENSES**

This Section shall apply to all payments that may be due Provider by Owner. The Scope

shall set out the payment schedule.

A. IF ON AN HOURLY BASIS:

1. Notwithstanding any section herein or the Scope, all invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their classifications and a detailed description of the work performed. Where there is payment based upon an hourly rate for all services outlined in each task of work, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, a written & detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.
2. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than \$.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.
3. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.
4. Invoices for services shall be submitted by Provider to the FINANCE DEPARTMENT for review and approval:

St. James Parish Government  
P.O. Box 106  
Convent, LA 70723

- a. All invoices must describe the Parish Project.
- b. All billings by Provider for services rendered shall be submitted in writing.
- c. Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by PROJECT MANAGER. Failure by Provider to obtain pre-approval from PROJECT MANAGER of expenditures in excess

- of \$250.00 shall constitute grounds for denial of payment.
- d. Out of state or parish travel time, only and specifically at the direction and for the convenience of the PROJECT MANAGER, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Travel time shall likewise be pre-approved by the PROJECT MANAGER.
  - e. Provider agrees to comply with the instructions when submitting invoices.
  - f. Provider hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Provider's obligation and identified under Federal Tax Identification Number as listed in the Scope.
5. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
6. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

**B. IF ON A LUMP SUM BASIS**

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, the Parish shall pay the Provider a basic lump sum fee as negotiated and agreed upon by both parties in the Scope.

**5. NON-ASSIGNABILITY**

Provider shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the Provider from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

**6. BUDGET LIMITATION**

- A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. It is the responsibility of the Provider to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.
- C. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**7. INSURANCE**

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of St. James, in writing, on all of the required coverage provided to St. James Parish. Where possible, all policies and notices should name the Provider and Parish. The Parish may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
  - 1. The Provider's insurers will have no right of recovery or subrogation against the Parish of St. James, it being the intention of the parties that the insurance

policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.
  3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.
  4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.
- C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of St. James by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.
1. Workers compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
  2. Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
    - a) Premises - operations;
    - b) Broad form contractual liability;
    - c) Products and completed operations;
    - d) Personal Injury;
    - e) Broad form property damage;
    - f) Explosion, collapse and underground coverage. Not needed for design
  3. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
    - a) Any automobiles;
    - b) Owned automobiles;
    - c) Hired automobiles;
    - d) Non-owned automobiles;
    - e) Uninsured motorist.

4. An umbrella policy or excess policy may be used to meet minimum requirements.
  5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
  6. All policies of insurance shall meet the requirements of the Parish of St. James prior to the commencing of any work. The Parish of St. James has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. James, the Provider shall promptly obtain a new policy, timely submit same to the Parish of St. James for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
  7. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of St. James, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
  8. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. James on an annual basis or as may be reasonably requested.

## 8. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The Provider shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. James.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding St. James Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.
- C. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm, for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the negligent conduct of the Provider.
- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and Provider.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.

- G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.
- H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "Parish" and "the Parish of St. James" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other

parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.

- P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.
- S. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the negligent actions or negligent omissions to act of the Provider, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the negligent action or negligent omission to act of the Provider.
- U. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on-site & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & authorized costs generated under the terms of this agreement.

## **9. TERMINATION AND SUSPENSION**

### **A. Termination for Cause**

The Parish may terminate this Contract for cause based upon the failure of the

Provider to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the Provider written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the Provider in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by Provider during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; Provider specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. Provider agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment pursuant to Paragraph E below.

C. Right to Cancel

- (1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

D. Additional Causes for Termination or suspension:

1. By mutual agreement and consent of the parties hereto.
2. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-

fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.

4. In the event of the abandonment of the project by the Parish.
  5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.
  6. If the Louisiana Rules of Professional Conduct governing attorneys mandate a withdrawal from representation, which may be in whole or in part.
- E. Upon termination, the Provider shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.
- F. Upon termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.
- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- J. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

**10. AUDITORS**

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

**11. DISCRIMINATION CLAUSE**

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to 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. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

**12. INDEPENDENT CONTRACTOR**

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an

employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.
- C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.
- E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.
- F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

### 13. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of St. James: Office of the Parish President  
P.O. Box 106  
Convent, LA 70723

Provider: Butler Snow LLP  
Attn: Victor J. Franckiewicz, Jr.  
201 St. Charles Ave., Suite 2700  
New Orleans, LA 70170

**14. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that Provider provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that Provider is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

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

\_\_\_\_\_  
Title: Parish President  
**St. James Parish Government**  
Date: \_\_\_\_\_

WITNESSES

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

\_\_\_\_\_  
Victor J. Franckiewicz, Jr.  
Title: Partner  
**Name: Butler Snow LLP**  
Date: \_\_\_\_\_

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN AND EXECUTE A CONTRACT WITH JAMES PURPERA GOVERNMENTAL CONSULTING TO PROVIDE STATE CAPITAL OUTLAY BUDGET CONSULTING SERVICES**

**WHEREAS**, James Purpera Governmental Consulting will assist St. James Parish with the State Capital Outlay process; and,

**WHEREAS**, St. James Parish is seeking assistance with the preparation/review of the eCORTS on-line requests, other documents required, and will stay in contact with Legislative and Facility Planning Staff; and,

**WHEREAS**, James Purpera, as a result of 30 years in state government and working on the assembly line at every level of the State Budget process for both the Division of Administration and the Legislature, and then working as a private Capital Outlay Consultant since 2008, has a solid understanding of the process; and,

**BE IT RESOLVED**, by the St. James Parish Council, that Parish President Peter Dufresne, is hereby duly authorized and empowered on behalf of the St. James Council to execute a contract between St. James Parish and James Purpera Governmental Consulting to provide State Capital Outlay Budget consulting support.

This resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

(S E A L)

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

**James  
Purpera**  
**Governmental Consulting**

February 18, 2020

St. James Parish Government  
Peter Dufresne, Parish President

Subject: State Capital Outlay Budget Consulting Services Contract

Thank you for your interest in contracting with me to assist you with understanding and maneuvering through the State Capital Outlay process. As a result of 30 years in state government and working on the assembly line at every level of the State Budget process for both the Division of Administration and the Legislature, and then working as a private Capital Outlay Consultant since 2008, I have developed a solid understanding of the process. I am looking forward to working with you, using my understanding of the Capital Outlay process to assist you with the bureaucracy involved in your requests for State Capital Outlay funding for the St. James Parish Government.

My Capital Outlay services do not include lobbying, but they basically cover every other phase of the annual Capital Outlay Budget process, including answering questions you have about the process, staying in contact with Legislative and Facility Planning staff and monitoring related Capitol meetings to for the purpose of staying up-to-date on developments related to the process, tracking the status of your requests and for providing proactive advice and updates on the various deadlines, major events and news, and on follow-up strategy in every phase of the Capital Outlay process, including but not limited to the following:

- Assistance in the preparation/review of the eCORTS on-line requests and other documents required through-out the annual process
- Two newsletters per year (January and July) to advise you of various deadlines, technical requirements, and events
- Regular email updates to advise you about the status of your requests and about what is going on in the State budget process
- Legislative Session – budget amendment process
- Bond Commission Line of Credit process, and the Interim Emergency Board process for Priority Changes and Project Scope Changes

- Facility Planning cooperative endeavor agreement and project administration process for your Capital Outlay appropriations. This would include helping you to understand and comply with State government requirements.

I propose a fee of \$4,500 as my annual retainer to be paid at the start of our contract. Alternatively, you could pay \$375 per month, or two \$2,250 semi-annual payments for the above referenced services. If you choose the monthly alternative, I would bill you bi-monthly. If you choose the semi-annual alternative, I would bill you for \$2,250 at the start of our contract, and then I would bill you for the \$2,250 balance in six months.

If you have questions about this proposal, please phone or email me.

Sincerely,

ACCEPTED



James Purpera

DATE:

9855 Hillyard Avenue ~ Baton Rouge, LA 70809  
Phone: (225) 316-1346 ~ Fax: (815)346-2334  
Email: [jpurpera@bellsouth.net](mailto:jpurpera@bellsouth.net)

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION INDICATING THE INTENTION OF THE PARISH OF ST. JAMES, STATE OF LOUISIANA, TO BECOME A PARTICIPATING POLITICAL SUBDIVISION IN THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY"); APPROVING THE APPOINTMENT OF A DIRECTOR TO REPRESENT THE PARISH ON THE BOARD OF DIRECTORS OF THE AUTHORITY; AND OTHERWISE PROVIDING WITH RESPECT THERETO AS PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED.**

**WHEREAS**, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16, is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and

**WHEREAS**, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

**WHEREAS**, the Parish of St. James, State of Louisiana (the "Parish"), is eligible to become a participating political subdivision of the Authority in accordance with the Act; and

**WHEREAS**, pursuant to Section 33:4548.4 of the Act, this Parish Council, acting as the governing authority of the Parish, desires for the Parish to become a member of the Authority and to approve the appointment of Rick Webre to serve as a Director of the Authority;

**NOW THEREFORE, BE IT RESOLVED** by this Parish Council, acting as the governing authority of the Parish, that:

**SECTION 1.** Under the authority of Section 33:4548.4 of the Act, it is hereby declared to be the express intention of the Parish to become a participating political subdivision and member of the Authority.

**SECTION 2.** Pursuant to the Act, the appointment of Rick Webre; Director of Operations for St. James Parish, to serve as a Director of the Authority for a term of two (2) years from the date hereof is hereby approved.

**SECTION 3.** This resolution shall take effect immediately, and a certified copy hereof shall be forwarded to the offices of the Authority.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

( S E A L )

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

STATE OF LOUISIANA PARISH OF ST. JAMES

I, the undersigned Deputy Secretary of the Parish Council of the Parish of St. James, State of Louisiana (the "Governing Authority"), the governing authority of the Parish of St. James, State of Louisiana (the "Parish"), do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by said Governing Authority on March 4, 2020, indicating the intention of the Parish of St. James, State of Louisiana, to become a participating political subdivision in the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority"); approving the appointment of a Director to represent the Parish on the Board of Directors of the Authority; and otherwise providing with respect thereto as provided by Chapter 10-D of title 33 of the Louisiana Revised Statutes of 1950, as amended.

IN FAITH WHEREOF, witness my official signature on this, the 5<sup>th</sup> day of March 2020.

---

Deputy Secretary

The following resolution was offered and moved for adoption by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION PROCLAIMING MARCH 9, 2020 AS REALTOR®  
APPRECIATION DAY IN ST. JAMES PARISH**

WHEREAS, the New Orleans Metropolitan Association of REALTORS® consists of over 5,000 members in ten parishes, including St. James Parish; and,

WHEREAS, the New Orleans Metropolitan Association of REALTORS® serves to unite those engaged in the recognized branches of the real estate profession for the purpose of exerting a beneficial influence upon the profession and related interests; and,

WHEREAS, REALTORS® subscribe to a strict code of ethics and are expected to maintain a higher level of knowledge of the process of buying and selling real estate; and,

WHEREAS, we recognize the dedication local REALTORS® have to the New Orleans metropolitan area and the contributions they have made to that area, including St. James Parish; and,

WHEREAS, the event will honor Greater New Orleans REALTORS® and serves to celebrate the commitment they have to helping people fulfill their dream of homeownership and protecting private property rights; and

WHEREAS, the New Orleans Metropolitan Association of REALTORS® is holding its 8<sup>th</sup> Annual "REALTOR® Appreciation Day" on Monday, March 9, 2020.

NOW THEREFORE BE IT RESOLVED, that We, the Members of the St. James Parish Council and the Parish President Peter A. Dufresne, do hereby proclaim March 9, 2020 as REALTOR® APPRECIATION DAY in St. James Parish

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

**C E R T I F I C A T E**

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

(S E A L)

The following resolution was offered and moved for adoption by Councilman and seconded by Councilman:

**RESOLUTION 20-  
ST. JAMES PARISH COUNCIL**

**A RESOLUTION TO AMEND THE CONTRACT WTH MEYERS  
ENGINEERING IN REGARD TO THE SOUTH VACHERIE SEWER  
ASSIMILATION PROJECT**

WHEREAS, St. James Parish has entered into contract with Meyers Engineering on June 20, 2013 to design the West Bank Assimilation Plant; and, amendment #2 of contract entered upon November 26, 2019.

WHEREAS, this resolution is to amend the contract for a new scope of work with no increase in price to the contract; the scope is to be amended from an assimilation plant to package plant with discharge into the Vacherie canal upon approval of LDEQ permit.

THEREFORE, BE IT RESOLVED, that Parish President Peter Dufresne is authorized and empowered on behalf of the St. James Parish Council to execute said contract between Meyers Engineering and St. James Parish for amendment #3 of the contract.

This resolution having been submitted to a vote, the vote thereon was as follows:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

And the resolution was declared adopted on this, the 4th day of March 2020.

\_\_\_\_\_  
Council Chairman

\_\_\_\_\_  
Deputy Secretary

Delivered to Parish President: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Parish President

Returned to Secretary on \_\_\_\_\_

At \_\_\_\_\_ AM/PM

Received by \_\_\_\_\_

\* \* \* \* \*

C E R T I F I C A T E

I, Hollie Zeringue, Deputy Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 4th day of March 2020.

Signed at Convent, Louisiana, this 5th day of March 2020.

(S E A L)

\_\_\_\_\_  
Hollie Zeringue  
Deputy Secretary

Richard C. Meyer, P.E.  
*President*  
David H. Dupré, P.E.  
*Vice President*

Mark A. Schutt, P.E.  
Ann M. Theriot, P.E.  
Eric M. Colwart, P.E.  
Kenneth J. Belou, P.E.  
Raymond G. Hartley, P.E.  
Robert W. Klare, P.E.  
Donovan P. Duffy, P.E.  
Randall G. Oustalet, P.E.  
Christopher Rowan, P.E.



Charles E. Meyer, P.E.  
*Executive Vice President*  
Jitendra C. Shah, P.E.  
*Vice President*

James J. Papia, AIA, NCARB, CSI  
Adrianna G. Eschete, LEED, AP  
June Y. Tran, AIA  
Don P. Mauras, Architect  
Elena G. Anderson, NCIDQ, IIDA  
Jennifer M. Wickham, AIA, NCARB  
Raymond Brown, AIA

February 26, 2020

Ms. Ashley Poché  
St. James Parish Government  
P.O. Box 106  
Convent, Louisiana 70723-0106  
EMAIL: [ashley.poché@stjamesparishla.gov](mailto:ashley.poché@stjamesparishla.gov)

Re: St. James Parish West Bank Wetland  
Assimilation Plant  
A/E Project No. 20-1317

Dear Ms. Poché,

As requested, enclosed is the draft Amendment No. 3 for your and legal review for the above referenced project.

Sincerely,

Meyer Engineers, Ltd.

Donovan P. Duffy, P.E.

DPH/bgc

Enclosure

*METAIRIE OFFICE*  
t | 504.885.9892 f | 504.887.5056  
4937 Hearst Street, Suite 1B, Metairie, Louisiana 70001

*PRAIRIEVILLE OFFICE*  
t | 225.677.0901  
36505 Oak Plaza Ave., Suite A, Prairieville, Louisiana 70869

MAIL: P.O. Box 763 | Metairie, Louisiana 70004  
E-MAIL: [meyer@meyer-e-l.com](mailto:meyer@meyer-e-l.com)

20-1317.AMN3

AMENDMENT NO. 3  
TO THE STANDARD FORM OF AGREEMENT  
BETWEEN  
ST. JAMES PARISH  
AND  
MEYER ENGINEERS, LTD.

This Amendment, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between St. James Parish, State of Louisiana, acting herein by and through its Parish Council, hereinafter called the "OWNER", and Meyer Engineers, Ltd., an Engineer licensed in the State of Louisiana, hereinafter called the "ENGINEER", herein represented by Richard C. Meyer, President, amends the agreement between the two parties dated June 10, 2013 as described below.

**SCOPE OF WORK**

Scope of work as per attached dated February 17, 2020.

**EXHIBIT C**

**ARTICLE 4 – PAYMENTS TO ENGINEER**

C4.01 For Basic Services Having A Determined Scope – Lump Sum Method of Payment, Paragraph 1. Delete this paragraph and replace with the following:

1. Lump Sum amount of **\$62,588** based on the following assumed distribution of compensation:

	<u>Current Remaining Fees</u>	<u>Proposed Revised Fees</u>
a. Preliminary Design Phase	\$44,500.00*	\$0.00
b. Design Phase	<del>\$103,679.00</del>	\$36,812.00
c. Plan & Spec Revisions	<del>\$20,000.00</del>	\$0.00
d. Bidding and Negotiation Phase	\$7,406.00	\$2,629.00
e. Construction Phase	\$34,028.00	\$13,147.00
Additional Plan and Spec Revisions	<u>\$10,000.00</u>	<u>\$10,000.00</u>
<b>Total Basic Services</b>	<b>\$51,434.00</b>	<b><u>\$62,588.00</u></b>

C4.01 For Basic Services Having A Determined Scope – Lump Sum Method of Payment, Paragraph 6, Additional Services, delete this paragraph and replace with the following:

Additional Services:

Resident Project Representative – Package Plant	\$83,876.00	\$28,000.00
Permits (404/CUP Permit, LDEQ, DNR, ETC.)	<del>\$15,000.00</del>	\$3,000.00
Wetland Delineation Study	<del>\$10,000.00</del>	\$0.00
Electrical Engineering		\$10,000.00
House Connection Bid Package		\$15,000.00
Resident Project Representative – House Connections		<u>\$10,000.00</u>
<b>Total Additional Services</b>	<b>\$83,876.00</b>	<b><u>\$66,000.00</u></b>
<b>TOTAL REMAINING CONTRACT FEES</b>	<b>\$135,310.00</b>	<b><u>\$128,588.00**</u></b>

\* Strikethrough text denotes fees previously paid for.

\*\*Current contract amount exceeds amount needed for redesign and all supplemental services.

This Amendment is executed in four (4) originals. In testimony whereof, they have executed this agreement the day and year first above written.

All other terms and conditions, as amended, will remain the same.

WITNESSES:

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

ST. JAMES PARISH  
STATE OF LOUISIANA

BY: \_\_\_\_\_  
PARISH PRESIDENT PETE DUFRESNE  
ST. JAMES PARISH

WITNESSES:

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

MEYER ENGINEERS, LTD.

BY: \_\_\_\_\_  
RICHARD C. MEYER, PRESIDENT  
MEYER ENGINEERS, LTD.

20-1317.SW

SCOPE OF WORK  
ST. JAMES PARISH WESTBANK SEWER TREATMENT FACILITY  
(PREVIOUSLY WETLAND ASSIMILATION PLANT)  
A/E PROJECT NO. 20-1317 JUNE 20, 2013  
REVISED FEBRUARY 17, 2020

Project includes the design of a package treatment plant, which will discharge approximately 25,000 GPD treated sewerage effluent into the Vacherie Canal. The package treatment plant will be placed on the site of the previously design oxidation ponds.

Included in the design:

- Pile supported slab to support package treatment plant
- Package treatment plant to treat 25,000 GPD average daily flow, with a peak flow of 50,000 GPD.
- Maintenance Shed (400 SF)
- Gravel Roadway from entrance gate to package plant
- 6' chainlink fence surrounding package plant.
- Gravity discharge into Vacherie Canal

Supplemental Services include the following:

1. Permitting (COE, LDEQ, DNR) – Lump Sum \$3,000
2. Electrical Engineering: \$10,000
3. Design/Bid House Connections – Lump Sum \$20,000
  - a. Meyer will put together plans and a bid package for the 45 house connections in the Moliason Neighborhood.
4. Resident Project Inspection – Sewer Treatment Plant - \$28,000
5. Resident Project Inspection – House Connections - \$15,000

Services Not Included in Scope:

1. Permit Fees. All Permit fees to be paid by Owner.

At a regular meeting of the St. James Parish Council, State of Louisiana, held on the 4th day of March, the following entitled ordinance was introduced by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_, laid over for publication of notice of Public Hearing and ordered filed with the Secretary for public inspection.

**PROPOSED ORDINANCE NO. 20-  
ST. JAMES PARISH COUNCIL**

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE ANNUAL  
BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR  
JANUARY 1, 2020, TO DECEMBER 31, 2020, PARISH OF ST. JAMES,  
STATE OF LOUISIANA**

THE ST. JAMES PARISH COUNCIL HEREBY ORDAINS that:

SECTION I. The estimate of revenues as reflected in the attached consolidated statement, and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Budget Act, be and the same is hereby adopted to serve as the Budget of Revenues for the Parish of St. James, State of Louisiana, for the Fiscal Year January 1, 2020, to December 31, 2020, as amended.

SECTION II. The estimate of expenditures as reflected in the attached consolidated statement, and such other fiscal exhibits and information as required by Section 1308(D), Louisiana Local Government Budget Act, be and the same is hereby adopted to serve as the Budget of Expenditures for the Parish of St. James, State of Louisiana, for the Fiscal Year January 1, 2020, to December 31, 2020, as amended.

SECTION III. The adoption of the Budget of Expenditures as reflected in the line-item budget containing account object of expenditure classifications shall be declared to be the appropriation of the amounts set therein as established in each budget classification by object of expenditure, as amended, as amended.

SECTION IV. The amounts appropriated for all accounts shall not exceed the amounts fixed therefore in the Budget of Expenditures. Nothing contained in this section shall be construed to prohibit the governing authority from amending or making an appropriation to and for a contingency fund to be used in cases of emergency.

**Note: Dollar values may vary due to rounding.**

**PARISH OF ST. JAMES  
STATE OF LOUISIANA  
Year 2020 Budget as Amended 03/18/2020  
Consolidated Statement of Revenues, Expenditures  
And Estimated Ending Fund Balances**

	Beginning			Ending
	Fund	Estimated	Estimated	Fund
<u>Type of Fund</u>	<u>Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Balance</u>
General Funds	\$13,178,363	\$10,986,600	\$12,458,700	\$11,706,263
Special Revenue Funds	61,236,807	35,358,943	44,373,943	52,221,807
Enterprise Fund	27,997,681	5,250,400	5,730,800	27,517,281
Debt Service Funds	868,449	663,700	1,106,867	425,282
Capital Projects Funds	9,829,741	20,500	7,550,633	2,299,608
Internal Service Fund	<u>2,280,825</u>	<u>3,580,200</u>	<u>3,786,400</u>	<u>2,074,625</u>
<b>Totals</b>	<b><u>\$115,391,866</u></b>	<b><u>\$55,860,343</u></b>	<b><u>\$75,007,343</u></b>	<b><u>\$96,244,866</u></b>

**Exhibit 1**

**Year 2020 Budget as Amended 03/18/2020**

**Projected Revenues, Expenditures, and Fund Balances**

<u>Type of Fund/Title</u>	<u>Beginning Fund Balance</u>	<u>Projected Revenues</u>	<u>Projected Expenditures</u>	<u>Ending Fund Balance</u>
<b>General Fund</b>				
General Fund (Main)	\$ 2,527,760	\$ 6,282,900	\$ 6,697,200	\$ 2,113,460
General Sales Tax	2,785,625	2,005,700	2,404,900	2,386,425
Dept of Human Resources	7,779,857	2,510,700	3,169,300	7,121,257
Warehouse	83,444	-	-	83,444
Coroner	76	187,300	187,300	76
Voucher Clearing (Subfund)	1,380	-	-	1,380
ACH Clearing (Subfund)	61	-	-	61
Payroll Clearing (Subfund)	160	-	-	160
Toy & Coat Drive	-	-	-	-
<b>Total General Fund</b>	<b>\$ 13,178,363</b>	<b>\$ 10,986,600</b>	<b>\$ 12,458,700</b>	<b>\$ 11,706,263</b>
<b>Special Revenue Funds</b>				
Home Delivered Meals	\$ -	\$ 212,000	\$ 212,000	\$ -
Congregate Meals	-	101,600	101,600	-
Title III B Social Services	-	39,100	39,100	-
Senior Center Fund	-	58,400	58,400	-
AAA-Parish Council on Aging	-	100,000	100,000	-
AAA-Nutritional Services Incentive Program	-	59,400	59,400	-
Energy Assistance	-	167,400	167,400	-
Senior Citizens Activities	-	-	-	-
Community Services Block Grant	-	55,500	55,500	-
Emergency Food and Shelter	-	16,100	16,100	-
River Parish Youth Build	-	199,400	199,400	-
Parish Library	4,989,000	1,981,500	1,651,100	5,319,400
Courthouse, Jail & Public Building Maintenance	11,130,957	3,244,600	5,892,500	8,483,057
Parishwide Drainage Maintenance	7,332,021	5,079,900	8,793,800	3,618,121
Fire Protection District #2	929,753	422,100	460,100	891,753
Road & Bridge Maintenance	7,023,682	3,603,600	3,446,600	7,180,682
Solid Waste Disposal	4,820,781	2,611,300	1,932,900	5,499,181
Consolidated Road Lighting District #3A	1,463,153	574,400	528,100	1,509,453
Wetlands Mitigation	587	-	-	587
Coastal Impact Assistance Program	49,208	-	-	49,208
St. James Transit System	27,899	1,618,000	1,607,300	38,599
Elderly & Emergency Medical Services	2,734,845	2,584,900	2,572,500	2,747,245
Enhanced 911 System Maintenance	2,904,935	1,120,300	679,700	3,345,535
Public Safety Trust	3,161,335	2,443,600	2,530,200	3,074,735
Criminal Court	-	1,146,900	1,146,900	-
Gramercy Recreation District	377,348	239,100	267,400	349,048
Parks & Recreation	4,328,828	4,559,000	7,893,100	994,728
Youth Detention Center	2,798,879	401,300	161,700	3,038,479
Title IIIC Area Agency Administration	-	13,700	13,700	-
Title IIID Preventive Health	-	3,300	3,300	-
Title IIIE National Family Caregiver	-	28,900	28,900	-
GOEA Supplemental Senior Center	-	3,100	3,100	-
Title V Senior Employment Program	-	113,800	113,800	-
MIPPA	-	2,400	2,400	-
Senior Center Additional Appropriation	-	7,800	7,800	-
Children's Trust Fund	-	-	-	-
Homeowners Rehabilitation Program	-	-	-	-
Housing Preservation Grant	-	58,300	58,300	-
YouthBuild AmeriCorps	-	60,900	60,900	-

**Exhibit 1**

**Year 2020 Budget as Amended 03/18/2020**

**Projected Revenues, Expenditures, and Fund Balances**

<u>Type of Fund/Title</u>	<u>Beginning Fund Balance</u>	<u>Projected Revenues</u>	<u>Projected Expenditures</u>	<u>Ending Fund Balance</u>
St. James Volunteer Fire Department	1,851,001	734,743	1,472,800	1,112,944
Gramercy Volunteer Fire Department Restricted	177,243	-	177,243	-
Union-Convent Volunteer Fire Department	667,876	292,300	111,400	848,776
North Vacherie Volunteer Fire Department	1,222,985	426,200	833,500	815,685
South Vacherie Volunteer Fire Department	1,388,167	326,800	213,800	1,501,167
District 5 Recreation	1,122,193	219,800	227,500	1,114,493
Juror Compensation Fees	639,127	40,000	32,000	647,127
Law Enforcement Officer Witness Fees	34,614	28,100	21,000	41,714
Emergency Communication	60,390	359,400	419,700	90
<b>Total Special Revenue Funds</b>	<b>\$ 61,236,807</b>	<b>\$ 35,358,943</b>	<b>\$ 44,373,943</b>	<b>\$ 52,221,807</b>
<b>Enterprise Fund</b>				
Gas & Water Distribution System	27,997,681	5,250,400	5,730,800	27,517,281
<b>Debt Service Funds</b>				
Consolidated General Obligation Bonds	\$ 541,572	\$ 326,100	\$ 456,300	\$ 411,372
Certificates of Indebtedness	6,166	242,000	242,100	6,066
Limited Tax Bonds	7,844	95,600	95,600	7,844
GOMESA Revenue Bonds	312,867	-	312,867	-
<b>Total Debt Service Funds</b>	<b>\$ 868,449</b>	<b>\$ 663,700</b>	<b>\$ 1,106,867</b>	<b>\$ 425,282</b>
<b>Capital Projects Funds</b>				
Hazard Mitigation Grant Program	\$ -	\$ -	\$ -	\$ -
CDBG-Disaster Recovery	14,757	-	-	14,757
District V Recreation Construction	555,734	10,600	30,200	536,134
Parishwide Road Improvement	-	-	-	-
Parishwide Sewer Construction	1,327,974	9,900	-	1,337,874
LCDBG Road Improvement Program	45,618	-	-	45,618
LCDBG Sewer Construction Grant	-	-	-	-
Highway 20 Widening Project	485,225	-	120,000	365,225
GOMESA Revenue Projects	7,400,433	-	7,400,433	-
<b>Total Capital Projects Funds</b>	<b>\$ 9,829,741</b>	<b>\$ 20,500</b>	<b>\$ 7,550,633</b>	<b>\$ 2,299,608</b>
<b>Internal Service Fund</b>				
Group Hospitalization Claims Clearing	\$ 2,280,825	\$ 3,580,200	\$ 3,786,400	\$ 2,074,625
<b>Grand Total</b>	<b>\$ 115,391,866</b>	<b>\$ 55,860,343</b>	<b>\$ 75,007,343</b>	<b>\$ 96,244,866</b>

Note: Revenues include interfund transfers and other financing sources; expenditures include interfund transfers and other financing uses.

**St. James Parish**  
**Statement of Revenues and Expenditures - 2020 Amended Budget eff. date 03/18/20 - Unposted Transactions Included In Report**  
**012 - Dept. of Human Resources General Fund**  
**From 01/01/20 Through 12/31/20**  
**(In Whole Numbers)**

	2019 Actual	2020 Original Budget	2020 Actual @ 02/21/2020	2020 Remaining for Year	2020 Amended Budget	2020 \$ Change	2020 % Change
Revenues							
Taxes							
Ad valorem							
Non-Function							
Non-Activity							
Non-Project							
Interest Earned-Ad Valorem Taxes	3,958	0	64	(64)	0	64	0%
Ad Valorem Paid Under Protest	4	0	0	0	0	0	0%
Ad Valorem 2010 & Redemptions/PUP/Post	6	0	0	0	0	0	0%
Ad Valorem Taxes-2011	7	0	0	0	0	0	0%
Ad Valorem Taxes-2012	6	0	0	0	0	0	0%
Ad Valorem Taxes-2013	6	0	0	0	0	0	0%
Ad Valorem Taxes-2014	11	0	0	0	0	0	0%
Ad Valorem Taxes-2015	20	0	0	0	0	0	0%
Ad Valorem Taxes-2016	47	0	0	0	0	0	0%
Ad Valorem Taxes-2017	69	0	0	0	0	0	0%
Ad Valorem Taxes-2018	15,706	0	0	0	0	0	0%
Ad Valorem Taxes-2019	2,546,495	0	16,946	(16,946)	0	16,946	0%
Ad Valorem Taxes-2020	0	2,420,700	0	2,420,700	2,420,700	(2,420,700)	(100)%
Total Non-Project	2,566,335	2,420,700	17,009	2,403,691	2,420,700	(2,403,691)	(99)%
Total Non-Activity	2,566,335	2,420,700	17,009	2,403,691	2,420,700	(2,403,691)	(99)%
Total Non-Function	2,566,335	2,420,700	17,009	2,403,691	2,420,700	(2,403,691)	(99)%
Total Ad valorem	2,566,335	2,420,700	17,009	2,403,691	2,420,700	(2,403,691)	(99)%
Total Taxes	2,566,335	2,420,700	17,009	2,403,691	2,420,700	(2,403,691)	(99)%
Interest							
Non-Function							
Non-Activity							
Non-Project							
Interest Earnings-Reliant Pooled	57,204	30,000	4,204	25,796	30,000	(25,796)	(86)%
Interest Earnings-Money Market	1	0	0	0	0	0	0%
Interest Earnings-LAMP	91,938	60,000	6,004	53,996	60,000	(53,996)	(90)%
Total Non-Project	149,143	90,000	10,208	79,792	90,000	(79,792)	(89)%
Total Non-Activity	149,143	90,000	10,208	79,792	90,000	(79,792)	(89)%
Total Non-Function	149,143	90,000	10,208	79,792	90,000	(79,792)	(89)%
Total Interest	149,143	90,000	10,208	79,792	90,000	(79,792)	(89)%

Amended 03/18/2020

St. James Parish

Statement of Revenues and Expenditures - 2020 Amended Budget eff. date 03/18/20 - Unposted Transactions Included In Report  
 012 - Dept. of Human Resources General Fund  
 From 01/01/20 Through 12/31/20  
 (In Whole Numbers)

	2019 Actual	2020 Original Budget	2020 Actual @ 02/21/2020	2020 Remaining for Year	2020 Amended Budget	2020 \$ Change	2020 % Change
Other revenues							
Non-Function							
Non-Activity							
Non-Project							
Administrative Fees	3,305	0	0	0	0	0	0 %
Workers Compensation Refunds	2,109	0	0	0	0	0	0 %
Total Non-Project	5,413	0	0	0	0	0	0 %
Total Non-Activity	5,413	0	0	0	0	0	0 %
Total Non-Function	5,413	0	0	0	0	0	0 %
Total Other revenues	5,413	0	0	0	0	0	0 %
Total Revenues	2,720,892	2,510,700	27,217	2,483,483	2,510,700	(2,483,483)	(99)%

Expenditures

Health and Welfare	600						
General and Administrative	111						
Non-Project	000						
Salaries-Regular Full Time	51100	684,588	58,027	817,673	875,700	817,673	93 %
Salaries-Part Time	51200	43,013	3,014	45,386	48,400	45,386	94 %
Salaries-Overtime	51300	4,169	32	2,968	3,000	2,968	99 %
Salaries-Call Out Overtime	51301	0	0	200	200	200	100 %
Salaries-Unused Leave	51306	1,089	891	(891)	0	(891)	0 %
Retirement	51600	79,255	7,112	100,188	107,300	100,188	93 %
Social Security Taxes	51610	2,793	187	2,813	3,000	2,813	94 %
Medicare Taxes	51620	9,919	828	12,672	13,500	12,672	94 %
Group Employee Health Insurance	51630	189,537	14,876	195,924	210,800	195,924	93 %
Retiree Health Insurance	51636	32,270	2,689	29,611	32,300	29,611	92 %
Group Life Insurance	51640	1,294	118	1,482	1,600	1,482	93 %
Group Disability Insurance	51650	2,595	225	4,175	4,400	4,175	95 %
Workers Compensation Insurance	51670	16,944	5,183	7,217	12,400	7,217	58 %
Unemployment	51680	1,893	0	400	400	400	100 %
Deferred Compensation - Parish Match	51690	8,160	741	7,459	8,200	7,459	91 %
Distributed Administrative Salaries	51901	(32,671)	(1,659)	(28,341)	(30,000)	(28,341)	94 %
Distributed Administrative Fringes	51902	(13,653)	(941)	(12,559)	(13,500)	(12,559)	93 %
Other Post Employment Benefits	51990	0	0	43,800	43,800	43,800	100 %
Advertising/Publishing	52100	166	0	500	500	500	100 %
Membership Dues	52110	1,993	490	1,310	1,800	1,310	73 %

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St. James Parish

Statement of Revenues and Expenditures - 2020 Amended Budget eff. date 03/18/20 - Unposted Transactions Included In Report

012 - Dept. of Human Resources General Fund

From 01/01/20 Through 12/31/20

(In Whole Numbers)

	2019 Actual	2020 Original Budget	2020 Actual @ 02/21/2020	2020 Remaining for Year	2020 Amended Budget	2020 \$ Change	2020 % Change
Drug Testing Fees	0	100	0	100	100	100	100%
Pre-Employment Screenings	114	0	0	0	0	0	0%
Other Professional Fees	62,089	60,000	0	60,000	60,000	60,000	100%
Subcontract Fees	3,034	1,500	0	1,500	1,500	1,500	100%
Rentals-Equipment	18,007	10,000	2,066	7,934	10,000	7,934	79%
Repairs & Maintenance	8,163	10,000	7,800	2,200	10,000	2,200	22%
Vehicle/Equipment Repairs & Maintenance	142	500	36	464	500	464	93%
Insurance	32,006	34,200	0	34,200	34,200	34,200	100%
Fuel & Oil	6,120	7,000	736	6,264	7,000	6,264	89%
Small Buildings & Bldg Improvements	26,603	30,000	3,634	26,366	30,000	26,366	88%
Small Tools & Work Equipment	3,479	0	0	0	0	0	0%
Supplies-Automotive	52	200	0	200	200	200	100%
Supplies-Office	2,200	3,000	28	2,972	3,000	2,972	99%
Non-Capital Office Furniture & Equipment	5,532	5,000	0	5,000	5,000	5,000	100%
Supplies-Data Processing	67	0	0	0	0	0	0%
Non-Capital Data Process Eqpmnt/Software	8,297	10,000	0	10,000	10,000	10,000	100%
Supplies-Other	5,587	5,000	373	4,627	5,000	4,627	93%
Buildings & Bldg Improvements	0	150,000	5,506	144,494	150,000	144,494	96%
Vehicles & Heavy Equipment	0	60,000	0	60,000	60,000	60,000	100%
Assessor's Office Expense	0	1,600	0	1,600	1,600	1,600	100%
Collection Expense	82,083	85,000	0	85,000	85,000	85,000	100%
Administrative Costs-GF Services	71,789	77,300	73,516	3,784	77,300	3,784	5%
Travel In-Parish	257	500	0	500	500	500	100%
Travel Out-of-Parish	494	0	0	0	0	0	0%
Conferences & Seminars	7,908	10,000	1,684	8,316	10,000	8,316	83%
Meals	1,759	1,500	7	1,493	1,500	1,493	100%
Training & Technical Assistance	2,100	5,000	0	5,000	5,000	5,000	100%
Office Expense	1,961	2,500	412	2,088	2,500	2,088	84%
Claims & Judgments	31,206	40,000	0	40,000	40,000	40,000	100%
Penalties & Fines	15	100	0	100	100	100	100%
Miscellaneous	15	0	0	0	0	0	0%
Telephone	7,624	10,000	1,167	8,833	10,000	8,833	88%
Cable/Digital TV	714	1,000	0	1,000	1,000	1,000	100%
Computer Network Fees/Internet	3,659	8,000	0	8,000	8,000	8,000	100%
GPS Tracking Fees	360	400	30	370	400	370	93%

Amended 03/18/2020

**St. James Parish**  
**Statement of Revenues and Expenditures - 2020 Amended Budget eff. date 03/18/20 - Unposted Transactions Included In Report**  
**012 - Dept. of Human Resources General Fund**  
**From 01/01/20 Through 12/31/20**  
**(In Whole Numbers)**

	2019 Actual	2020 Original Budget	2020 Actual @ 02/21/2020	2020 Remaining for Year	2020 Amended Budget	2020 \$ Change	2020 % Change
Total Non-Project	1,426,794	1,953,200	188,809	1,764,391	1,953,200	1,764,391	90%
Hurricane Barry July 2019							
Salaries-Regular Full Time	2,010	0	0	0	0	0	0%
Salaries-Overtime	2,769	0	0	0	0	0	0%
Retirement	550	0	0	0	0	0	0%
Supplies-Other	128	0	0	0	0	0	0%
Total Hurricane Barry July 2019	5,457	0	0	0	0	0	0%
Ransomware 2019							
Non-Capital Data Process Eqpmnt/Software	9,440	0	0	0	0	0	0%
Total Ransomware 2019	9,440	0	0	0	0	0	0%
Total General and Administrative	1,441,691	1,953,200	188,809	1,764,391	1,953,200	1,764,391	90%
Youth Development							
Non-Project							
Uniforms	0	300	0	300	300	300	100%
Advertising/Publishing	0	100	0	100	100	100	100%
Supplies-Other	0	5,000	0	5,000	5,000	5,000	100%
Meals	226	0	0	0	0	0	0%
Total Non-Project	226	5,400	0	5,400	5,400	5,400	100%
Total Youth Development	226	5,400	0	5,400	5,400	5,400	100%
St. James ARC							
Non-Project							
Salaries-Regular Full Time	0	0	0	222,300	222,300	222,300	100%
Salaries-Part Time	0	0	0	4,000	4,000	4,000	100%
Retirement	0	0	0	27,200	27,200	27,200	100%
Social Security Taxes	0	0	0	900	900	900	100%
Medicare Taxes	0	0	0	3,200	3,200	3,200	100%
Group Employee Health Insurance	0	0	0	152,500	152,500	152,500	100%
Group Life Insurance	0	0	0	800	800	800	100%
Group Disability Insurance	0	0	0	2,000	2,000	2,000	100%
Workers Compensation Insurance	0	0	0	1,500	1,500	1,500	100%
Membership Dues	0	0	0	5,000	5,000	5,000	100%
Pre-Employment Screenings	0	0	0	1,000	1,000	1,000	100%
Background Screening	0	0	0	500	500	500	100%
Other Professional Fees	0	0	0	11,000	11,000	11,000	100%
Repairs & Maintenance	0	0	0	5,000	5,000	5,000	100%

Amended 03/18/2020

**St. James Parish**  
**Statement of Revenues and Expenditures - 2020 Amended Budget eff. date 03/18/20 - Unposted Transactions Included In Report**  
**012 - Dept. of Human Resources General Fund**  
**From 01/01/20 Through 12/31/20**  
**(In Whole Numbers)**

	2019 Actual	2020 Original Budget	2020 Actual @ 02/21/2020	2020 Remaining for Year	2020 Amended Budget	2020 \$ Change	2020 % Change
Insurance	0	0	0	28,000	28,000	28,000	100%
Fuel & Oil	0	0	0	2,000	2,000	2,000	100%
Supplies-Office	0	0	0	100	100	100	100%
Supplies-Other	0	0	0	20,000	20,000	20,000	100%
Travel In-Parish	0	0	0	1,000	1,000	1,000	100%
Travel Out-of-Parish	0	0	0	500	500	500	100%
Meals	0	0	0	10,000	10,000	10,000	100%
Electricity	0	0	0	3,500	3,500	3,500	100%
Gas Water, Garbage, Mosq Spray	0	0	0	2,500	2,500	2,500	100%
Telephone	0	0	0	4,000	4,000	4,000	100%
Total Non-Project	0	0	0	508,500	508,500	508,500	100%
Total St James ARC	0	0	0	508,500	508,500	508,500	100%
Total Health and Welfare	1,441,917	1,958,600	188,809	2,278,291	2,467,100	2,278,291	92%
Total Expenditures	1,441,917	1,958,600	188,809	2,278,291	2,467,100	2,278,291	92%
Revenues over (under) expenditures	1,278,975	552,100	(161,592)	205,192	43,600	(205,192)	(471)%
Other financing sources (uses)							
Operating transfers out							
Non-Function							
Non-Activity							
Non-Project							
Transfer To Youth Build AmeriCorps	67401	0	0	0	0	0	0%
Total Non-Project	(1,090)	0	0	0	0	0	0%
Youth Build FY17-20							
Transfer To Youth Build	199						
Total Youth Build FY17-20	67040	(15,200)	0	(15,200)	(15,200)	15,200	(100)%
Total Youth Build FY17-20	0	(15,200)	0	(15,200)	(15,200)	15,200	(100)%
Grant Fiscal Year 2018-2020							
Transfer To LiHeap	217						
Total Grant Fiscal Year 2018-2020	67028	0	0	0	0	0	0%
Total Grant Fiscal Year 2018-2020	(1,859)	0	0	0	0	0	0%
Grant Fiscal Year 2018-2019							
Transfer To Youth Build AmeriCorps	224						
Total Grant Fiscal Year 2018-2019	67401	0	0	0	0	0	0%
Total Grant Fiscal Year 2018-2019	(1,040)	0	0	0	0	0	0%
Hurricane Barry July 2019							
Transfer To Youth Build	242						
Total Hurricane Barry July 2019	67040	0	0	0	0	0	0%
Total Hurricane Barry July 2019	(1,101)	0	0	0	0	0	0%

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**St. James Parish**  
**Statement of Revenues and Expenditures - 2020 Amended Budget eff. date 03/18/20 - Unposted Transactions Included In Report**  
 012 - Dept. of Human Resources General Fund  
 From 01/01/20 Through 12/31/20  
 (In Whole Numbers)

	2019 Actual	2020 Original Budget	2020 Actual @ 02/21/2020	2020 Remaining for Year	2020 Amended Budget	2020 \$ Change	2020 % Change
918							
67053	(228,253)	0	0	0	0	0	0%
	(228,253)	0	0	0	0	0	0%
919							
67053	(318,900)	(311,500)	0	(311,500)	(311,500)	311,500	(100)%
	(318,900)	(311,500)	0	(311,500)	(311,500)	311,500	(100)%
920							
67053	0	(375,500)	0	(375,500)	(375,500)	375,500	(100)%
	0	(375,500)	0	(375,500)	(375,500)	375,500	(100)%
	(552,242)	(702,200)	0	(702,200)	(702,200)	702,200	(100)%
	(552,242)	(702,200)	0	(702,200)	(702,200)	702,200	(100)%
	(552,242)	(702,200)	0	(702,200)	(702,200)	702,200	(100)%
	(552,242)	(702,200)	0	(702,200)	(702,200)	702,200	(100)%
	726,733	(150,100)	(161,592)	(497,008)	(658,600)	497,008	(75)%
Revenues & other sources over (under) expend. & other uses							
Beginning fund balance							
Fund Balance Unreserved	7,285,457	0	5,637,568	(5,637,568)	0	5,637,568	0%
Non-Function							
Non-Activity	0	7,779,857	0	7,779,857	7,779,857	(7,779,857)	(100)%
Non-Project	0	7,779,857	0	7,779,857	7,779,857	(7,779,857)	(100)%
Total Non-Project	0	7,779,857	0	7,779,857	7,779,857	(7,779,857)	(100)%
Total Non-Activity	0	7,779,857	0	7,779,857	7,779,857	(7,779,857)	(100)%
Total Non-Function	0	7,779,857	0	7,779,857	7,779,857	(7,779,857)	(100)%
Total Beginning fund balance	7,285,457	7,779,857	5,637,568	2,142,289	7,779,857	(2,142,289)	(28)%
Ending fund balance	8,012,190	7,629,757	5,475,976	1,645,281	7,121,257	(1,645,281)	(23)%

Amended 03/18/2020

At a regular meeting of the St. James Parish Council, State of Louisiana, held on the 4th day of March, the following entitled ordinance was introduced by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_, laid over for publication of notice of Public Hearing and ordered filed with the Secretary for public inspection.

**PROPOSED ORDINANCE 20-**  
**ST. JAMES PARISH COUNCIL**

**AN ORDINANCE TO AUTHORIZE THE PURCHASE OF IMMOVABLE  
PROPERTY BY THE PARISH OF ST. JAMES**

WHEREAS, the St. James Parish Government operates recreational facilities throughout St. James parish; and,

WHEREAS, there is a need for additional Parish services, including but not limited to recreation and wellness facilities, for the use and benefit of St. James Parish residents; and,

WHEREAS, the St. James Parish has an opportunity to purchase an 8.163 acre tract of immovable property to provide these additional services/facilities to Parish residents; and

WHEREAS, the proposed immovable property to be purchased is located on the Westbank of the Parish, near the intersection of La. Hwy 3127 and La. Hwy 20 and is more formally described as follows:

TRACT 2A being 8.163 acres as depicted on that survey recorded at COB 499, Page 825 and done by Leonard Chauvin, Jr. showing THE DIVISION OF PROPERTY BELONGING TO VACHERIE MAINTENANCE MANAGEMENT, INC. TO CREATE TRACT 2A, TRACT 2B, AND TRACT 2C LOCATED IN SECTION 2, 11 AND 46, T-13-S, R-17-E, ST. JAMES PARISH, LOUISIANA JUNE 11, 2019; REVISED: SEPTEMBER 17, 2019; and

WHEREAS, and independent appraisal has been completed and is attached as apart herein, labeled Attachment A, which values said property higher than the negotiated price between the owners and the St. James Parish Council, thereby, allowing the purchase by the Parish of St. James:

NOW, THEREFORE, BE IT ORDAINED, that the St. James Parish Council, acting as the governing authority of the Parish of St. James, State of Louisiana, that:

SECTION 1: The Parish hereby approves the purchase of said property more fully described in above, through an Act of Sale by and between the St. James Parish Government and Hospital Service District No. 1, St. James Parish, Louisiana, d/b/a St. James Parish Hospital, and that the Parish President is hereby authorized and empowered to execute the Act of Sale for, on behalf of, in the manner of, and under the official seal of the Parish.

SECTION 2: The Parish President, Peter A. Dufresne, is hereby further authorized, empowered and directed for, on behalf of an in the name of the St. James Parish Government to execute and deliver any and all instruments, documents, and certificates in addition to the documents set forth above, which may be required may otherwise be require or necessary, convenient, or appropriate to the transactions described in this resolution.

SECTION 3: The Parish President, Peter A. Dufresne, is hereby further authorized and directed to approve for, on behalf of, and in the name of St. James Parish Government any changes, additions, or deletions in any of the documents, instruments, or certificates referred to in this ordinance. The signature of the Parish President, upon such documents set forth above or as may otherwise required by the State of Louisiana are deemed to be conclusive evidence of their due exercise of the authority bested in him hereunder; and

BE IT, FURTHER, ORDAINED, by the St. James Parish Council, that the purchase price of said 8.163 acres shall be \$95,437.50.