



# 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 17, 2020

Honorable Members  
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, March 18, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse Annex in Vacherie.

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 Annex – 2631 Hwy 20, Vacherie, LA**  
**WEDNESDAY, MARCH 18, 2020**

Based on the Public Health Emergency in Proclamation Number 25 JBE 2020 made by the Governor of the State of Louisiana, and CDC recommendations that all public gatherings be limited to less than 50 persons, and upon acknowledging that this emergency situation is fluid and continuously changing, St. James Parish Government and the St. James Parish Council has decided that in order to continue the necessary operations of government, but to also take into account the order of the Governor and the recommendations of the CDC, the St. James Parish Council will only take up any matters on its agendas which are necessary to ensure the public function and which require a vote of the Council. Items removed from this agenda that will be addressed at a future meeting are shown as striken-through on the posted agenda. These items will not be presented before the St. James Parish Council at this time. As always, a member of the public is welcome to comment on any agenda item brought before the St. James Parish Council, but St. James Parish Government asks that in-person participation occur only when necessary, with reasonable caution being given and considered within this emergency situation.

**6:15 P.M. – PUBLIC HEARING**

- ~~1. Proposed Ordinance 20-04, 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)~~
- ~~2. Proposed Ordinance 20-05, An Ordinance to authorize the purchase of immovable property by the Parish of St. James (Dufresne)~~

~~Close Public Hearing- Adjourn~~

**6:30 P.M.- REGULAR MEETING**

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

**II. PRAYER & PLEDGE**

**III. MINUTES**

1. Approval of the March 4, 2020 regular meeting minutes

**IV. PRESIDENT'S REPORT**

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

**VI. PRESENTATION**

- ~~1. Ingrid LeBlanc, Director DHR, Annual Report (St. Pierre)~~
- ~~2. Gail Leboeuf, Update of the report by Coastal Environments, Inc. on 5 additional cemeteries that may exist on Formosa Plastics' site. (St. Pierre)~~

**VII. CORRESPONDENCE RECEIVED**

- ~~1. Letter from Pam Spees, Center for Constitutional Rights, Expert Report on Cemeteries – Five more burial sites may exist on property proposed for Formosa Plastics (St. Pierre)~~

**VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS – None**

1. Resolution authorizing the St. James Parish Council and the St. James Parish President to appoint Mr. Stanley Bazile to the Commission of the Port of South Louisiana (Dufresne)
2. Resolution affirming the appointment of Carl Vicknair to the St. James Parish Coastal Zone Advisory Board (Amato)
3. Resolution reappointing Susan Bailey as a District 2 Representative to the Keep St. James Parish Beautiful Board (Amato)
4. Resolution appointing Harry Joseph to the Economic Development Board (Cooper)

**IX. 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)~~~~
- ~~2. Action on Ordinance 20-04, 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)~~

~~3. Action on Ordinance 20-05, An Ordinance to authorize the purchase of immovable property by the Parish of St. James (Dufresne)~~

**X. NEW BUSINESS**

1. Resolution to approve disbursement of payroll for the March 20, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution authorizing Parish President Peter A. Dufresne and Director of Finance Felix K. Boughton to sell, assign, transfer, convey and/or deliver investment securities registered in the name of St. James Parish (Dufresne)
4. Resolution authorizing the St. James Parish President to sign a contract amendment with Everbridge, Incorporated for emergency and non-emergency notification services (Dufresne)
5. Resolution authorizing the St. James Parish President to sign a contract with Total Energy Solutions for preventative maintenance on Parishwide generators (Dufresne)
6. Resolution approving the System Survey and Compliance Questionnaire for the Financial and Compliance audit of St. James Parish Government for the Fiscal Year ended December 31, 2019. (Dufresne)
7. Resolution approving and adopting the revisions to the Personnel Policy governing St. James Parish Employees (Dufresne)
8. Resolution approving the signing of revised and/or new Title IIIB, III-C-1, IIIC-2, III-D, IIIE, NSIP, PCOA, MPPA and other contracts between the Governor's Office of Elderly Affairs, the Parish President and/or the Director of Human Resources, CAA for Program Year 2020-2021 (Dufresne)
- ~~9. Resolution proclaiming March 28, 2020 as Blinded Veterans Day in St. James Parish (Dufresne)~~
10. A resolution approving the appointment of a Director and an Alternate Director to represent St. James Parish, State of Louisiana, on the Board of Directors of the Louisiana Municipal Natural Gas Purchasing and Distribution Authority, as provided by Chapter 10-B of Title 33 of the Louisiana Revised Statutes of 1950 (Dufresne)
11. Resolution accepting the bids received for pickup trucks that were advertised (Dufresne)
12. Resolution providing for the acceptance of work performed by LA Contracting Enterprise, LLC, in accordance with the Certificate of Substantial Completion, for construction of the Vacherie Water Treatment Plant Chlorine Building (Dufresne)
- ~~13. Resolution authorizing St. James Parish, through Parish President Peter A. Dufresne, to enter into and execute a Cooperative Endeavor Agreement with the St. James Relay for Life (Dufresne)~~

**14. COUNCIL MEMBER'S REPORT**

**15. DIRECTOR'S REPORT**

**16. 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 Council \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_:

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

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH COUNCIL AND  
THE ST. JAMES PARISH PRESIDENT TO APPOINT MR. STANLEY  
BAZILE TO THE COMMISSION OF THE PORT OF SOUTH LOUISIANA**

BE IT RESOLVED, by the St. James Parish Council and the St. James Parish President that the appointment of Mr. Stanley Bazile, PO Box 272, Vacherie, LA 70090, to the Commission of the Port of South Louisiana, is hereby ratified and confirmed by the St. James Parish Council, and said term is to run concurrent with the Parish Council.

And the resolution was declared adopted on this, the 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

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

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

**A RESOLUTION AFFIRMING THE APPOINTMENT OF CARL VICKNAIR  
TO THE ST. JAMES PARISH COASTAL ZONE ADVISORY BOARD**

BE IT RESOLVED, by the St. James Parish Council, that the appointment of the following named member to the St. James Parish Coastal Zone Advisory Commission is hereby affirmed:

District 2 Representative – Carl Vicknair, 1126 Moise Street, Litcher, LA 70071

BE IT, FURTHER, RESOLVED that said member shall serve at the pleasure of the Council, with said terms running concurrent with that of the Parish Council.

And the resolution was declared adopted on this, the 18th day of March 2020.

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

\_\_\_\_\_  
Secretary

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

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

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

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

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

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

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

\* \* \* \* \*

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Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

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

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

**A RESOLUTION REAPPOINTING SUSAN BAILEY AS A DISTRICT 2  
REPRESENTATIVE TO THE KEEP ST. JAMES PARISH BEAUTIFUL BOARD**

WHEREAS, Ordinance 96-11 establishes the creation of the Keep St. James Parish 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 Susan Bailey be reappointed to the Keep St. James Parish Beautiful Board as a representative of District 2:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Susan Bailey, 21476 Judge Becnel, Vacherie, LA 70090, is hereby reappointed to the Keep St. James Parish Beautiful Board as a representative of District 2, said term to run concurrent with that of the members of the Parish Council.

And, the resolution was declared adopted on this, the 18th day of March 2020.

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

\_\_\_\_\_  
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

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Signed at Vacherie, Louisiana, this 19th day of March 2020.

( S E A L )

\_\_\_\_\_  
Linda Hubbell  
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 HARRY JOSEPH TO  
THE ST. JAMES PARISH ECONOMIC DEVELOPMENT BOARD**

WHEREAS, Ordinance 88-8, as amended by Ordinance 93-7, provides for the naming of members to the St. James Parish Economic Development Board; and,

WHEREAS, Calvin LeBeouf, a member of the Economic Development Board from District 5, has tendered his resignation creating a vacancy from District 5 on the Economic Development Board; and,

WHEREAS, it is the wishes of the Parish Council that Harry Joseph be appointed to fill this vacancy and complete said term:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Harry Joseph, 10627 Hwy 18, St. James, Louisiana 70086, is hereby appointed to the St. James Parish Economic Development Board, as a representative from District 5, to complete said term to expire June 2020.

And the resolution was declared adopted on this, the 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this the 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
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 20, 2020 PAYROLL**

WHEREAS, the employee payroll is March 20, 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 20, 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 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
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 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 19, 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 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

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

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

**A RESOLUTION AUTHORIZING PARISH PRESIDENT PETER A. DUFRESNE AND DIRECTOR OF FINANCE FELIX K. BOUGHTON TO SELL, ASSIGN, TRANSFER, CONVEY AND/OR DELIVER INVESTMENT SECURITIES REGISTERED IN THE NAME OF ST JAMES PARISH**

WHEREAS, it is the policy of St. James Parish to invest idle funds as provided in R.S. 33:2955 and,

WHEREAS, such investments may be of the type that can be purchased and sold on the open market:

NOW, THEREFORE, BE IT RESOLVED BY THE ST. JAMES PARISH COUNCIL, that Parish President Peter A. Dufresne and Felix K Boughton, Director of Finance, or any one of them acting individually, are hereby authorized to sell, assign, transfer, convey and/or deliver any and all stocks, bonds, or other securities now or hereafter registered in the name of St. James Parish by following St James Investment Policy and Chantal Waguespack, Controller and Julie Gilbert, Assistant Director of Finance, or any one of them acting individually, are hereby authorized to transfer funds from any investment account to another St James Parish account.

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 18th day of March 2020.

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

\_\_\_\_\_  
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

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Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

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

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

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN  
A CONTRACT AMENDMENT WITH EVERBRIDGE, INCORPORATED FOR  
EMERGENCY AND NON-EMERGENCY NOTIFICATION SERVICES**

**WHEREAS**, the public safety is of importance to the residents of St. James Parish; and,

**WHEREAS**, emergency and non-emergency notifications services are needed to notify the residents of St. James Parish in a timely fashion; and,

**WHEREAS**, the original contract didn't have reverse 911 calling needed to notify the residents of St. James Parish in a timely fashion; and,

**NOW, THEREFORE BE IT RESOLVED**, by the St. James Parish Council, that Parish Council, that Parish President Peter Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to sign and execute the contract amendment between St. James Parish and Everbridge, Incorporated pursuant to the terms and conditions set forth for certain Information Technology services.

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 18th day of March 2020.

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

\_\_\_\_\_  
Secretary

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

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

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

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

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

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

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

\* \* \* \* \*

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Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary



## Quotation

**Prepared for:**

Eric Deroche  
St. James Parish Government  
P. O. Box 106  
Convent LA 70723  
United States  
Ph: (225) 562-2246  
Fax:  
Email: eric.deroche@stjamesla.com

**Quote #:** Q-42345  
**Date:** 2/27/2020  
**Expires On:** 3/31/2020  
**Confidential**

**Salesperson:** Jennifer Whiddon  
**Phone:**  
**Email:** jennifer.whiddon@everbridge.com

**Contract Summary Information:**

Contract Period: 15 Months

## Year 1

QTY	DESCRIPTION	PRICE
1	Resident Connection – Annual Update	USD 1,251.00
<b>Year 1 TOTAL:</b>		USD 1,251.00

## Year 2

QTY	DESCRIPTION	PRICE
1	Resident Connection – Annual Update	USD 5,000.00
<b>Year 2 TOTAL:</b>		USD 5,000.00

## Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 400.00
<b>Setup TOTAL:</b>		USD 400.00

**Pricing Summary:**

Price:	USD 1,251.00
Year One Fees:	USD 1,251.00
One-time Implementation and Setup Fees:	USD 400.00
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 1,651.00</b>

**Ongoing Fees:**

Year Two Fees:	USD 5,000.00
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**Terms & Conditions**

1. Additional rates apply for all international calls.
2. This Quote and the Service(s) provided are subject to the Everbridge, Inc. Master Service Agreement current as of the date of Client's signature below. Please visit <https://www.everbridge.com/wp-content/uploads/SLG-Master-Services-Agreement-v8-Hyperlink.pdf> to view the Master Service Agreement in its entirety.
3. If you are purchasing any of our Secure Messaging products for healthcare, those Service(s) are subject to our Business Associate Agreement. Please visit <http://www.everbridge.com/Business-Associate-Form-lkd-v1-7.7.15.pdf> to review the Business Associate Agreement in its entirety.
4. By signing this Quote you represent that you read, understand and agree to the terms of the Master Service Agreement, and the Business Associate Agreement if applicable, and are authorized on behalf of the Client to execute the Quote and bind Client to the agreement(s).
5. Subject to sales taxes where applicable.
6. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Service Agreement  
(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

**Supplemental Notes:**

They are existing MN PRO customers (6/30/20 renewal until 6/30/21). Resident connection is \$5,000 annually. The first segment of this contract ends 6/30/2020 in time for their PRO contract renewal (expiring 6/30/2021).

**Authorized by Everbridge:**

**Signature:**

\_\_\_\_\_

**Date:**

**Name (Print):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**To accept this quote, sign, date and return:**

**Signature:**

\_\_\_\_\_

**Date:**

**Name (Print):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

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

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

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN A CONTRACT WITH TOTAL ENERGY SOLUTIONS FOR PREVENTATIVE MAINTENANCE ON PARISHWIDE GENERATORS**

**WHEREAS**, St. James Parish wishes to contract with Total Energy Solutions for annual preventative maintenance and inspections of the twenty four (24) generators parish wide; and,

**WHEREAS**, St. James Parish needs to have all the generators in top working conditions for emergency power; and,

**WHEREAS**, St. James Parish wishes to sign a 3 year contract with Total Energy Solutions with an annual cost of \$23,225.00; and,

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to sign and execute the contract between St. James Parish and Total Energy Solutions.

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 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary



1

Thursday, March 5<sup>th</sup>, 2020

**Preventive Maintenance Agreement**

This **Maintenance Agreement** is made between Total Energy Solutions and Parish of St. James for the service to equipment at the following locations:

This agreement covers only the equipment listed below.

Address	Generator Information	Annual Service Charge
Parish of St. James	Multiple locations	\$23,225.00

**Our services are available 24/7/365 with special attention to be provided to our preferred customers during storms or outages. (All service calls are subject to regular rates for workdays or overtime for nights and weekends; see below\*)**

Services to be provided under this agreement are as listed below:

**Major Inspection            1 per year**  
**Minor Inspection            1 per year**

**Definition of Major and Minor Inspections are out-lined below:**

**MAJOR Inspection:**

**1. General**

- a. Inspect fuel tank for leaks or damage.
- b. Record fuel level.
- c. Check for proper operation.
- d. Check exhaust system.
- e. Check safety shut downs.
- f. Set timer to run as per customer requirement

**2. Fluids**

- g. Change oil
- h. Change all filters (oil, air, fuel, etc).
- i. Inspect coolant via proper gravity test.
- j. Inspect all belts, hoses and fuel lines.
- k. Inspect for any leaks (oil, fuel, coolant, air, etc).

**Total Energy Solutions**  
36376 Highway 30, Geismar LA 70734  
Ph: 1-225-744-7006 Fax: 1-225-744-7005

- l. Inspect electrolyte level of battery.
- m. Inspect fuel for need of additional attention, polishing or adding stabilizer.

**3. Electrical**

- n. Check for proper operation of battery charger.
- o. Replace or test back-up batteries in timer if equipped.
- p. Check generator amps per leg.
- q. Check generator volts per leg.
- r. Check generator frequency.
- s. Check proper operation of block heater.
- t. Record exercise settings.
- u. Perform facility drop test to apply load to generator if allowed by customer.
- v. Proper operation of transfer switch.

**MINOR Inspection:**

**1. General**

- a. Inspect fuel tank for leaks or damage.
- b. Record fuel level.
- c. Inspect cable end lugs/bolts.
- d. Check exhaust system.
- e. Check safety shut downs.
- f. Report any foreign debris that may affect proper operation.

**2. Fluids**

- g. Inspect coolant via proper gravity test.
- h. Inspect all belts, hoses and fuel lines.
- i. Inspect for any leaks (oil, fuel, coolant, air, etc).
- j. Inspect electrolyte level of battery.

**3. Electrical**

- k. Check for proper operation of battery charger.
- l. Check generator volts per leg.
- m. Check generator frequency.
- n. Check proper operation of block heater.
- o. Record exercise settings.
- p. Inspect transfer switch visually.

**This agreement has the following terms:**

- 1. This contract pricing is valid for **Three** years (2020-2022) from date of signature. Either party can cancel this agreement with a 30 day written notice.

**Total Energy Solutions**  
36376 Highway 30, Geismar LA 70734  
Ph: 1-225-744-7006 Fax: 1-225-744-7005



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2. This contract will automatically renew annually. Any price increase or decrease must be submitted in writing and approved prior to invoicing.
3. During the term of this agreement, Total Energy Solutions LLC will provide the maintenance for the price quoted above.
4. All services will be performed during normal working hours of 8:00 am – 5:00 pm, Monday – Friday, unless otherwise specified in this agreement.
5. \*Additional parts and labor due to additional work other than described in this agreement will be charged at \$110.00 per hour straight time, \$150.00 per hour overtime plus \$1.95 per mile and all parts and materials used will be charged at cost plus 40%. Any issues outside the scope of work as noted above will be quoted for repair requiring approval.
6. **Any delays while at the site may carry additional labor charges as outlined above.**
7. Total Energy Solutions LLC will submit invoicing payable net 30 days after receipt of invoice.

**This agreement has the following stipulations:**

1. Total Energy Solutions LLC will not accept direct, indirect, or consequential damages caused by abuse, accidental, or intentional damage to the equipment described above caused by theft, acts of third party, acts of nature, normal wear and tear, alterations to equipment, or overloads.
2. Total Energy Solutions LLC will not be held accountable for failure to fulfill this agreement due to labor disputes, acts of government authorization, or other causes beyond Total Energy Solutions' control.
3. This agreement will remain in effect its expiration or until cancelled in writing by either party with a thirty day notice.
4. All preventive maintenance work performed on the system under this agreement must be performed by Total Energy Solutions LLC or a duly appointed agent of Total Energy Solutions LLC.
5. Cancellation of the package before expiration will void any remaining PM inspection.
6. Should Total Energy Solutions LLC elect to cancel, a prorated refund (calculated monthly) will be issued to the Customer.
7. Should the customer elect to cancel, a charge of 25% of the Agreement Total Annual Cost will be incurred by the Customer and a prorated refund (calculated monthly) will be issued.

**Warranty:**

Total Energy Solutions warrants its work for a period of NINETY (90) days from the date the work was performed. This warranty is LIMITED to failure as a result of the workmanship of Total Energy Solutions personnel and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading, fire, flood, vandalism, theft, repairs made by someone other than Total Energy Solutions personnel or any other acts or events beyond the control

**Total Energy Solutions**  
36376 Highway 30, Geismar LA 70734  
Ph: 1-225-744-7006 Fax: 1-225-744-7005



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of Total Energy Solutions. This warrantee is for the PM work, and is not an extended factory warranty.

The failure of any new parts installed during the course of Preventative Maintenance service will be covered by the Manufacturer's Warranty; should a failure occur by a covered part, the labor will be charged back to the manufacturer, unless terms of parts purchase do not extend labor coverage from the manufacturer, in such case, the customer will be charged for the labor and mileage appropriately.

**Annual Preventive Maintenance Agreement:**

Submitted By: \_\_\_\_\_  
Date: 3/5/2020

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_

Sincerely,

Jonathan Carlin  
Total Energy Solutions  
36376 hwy 30  
Geismar, La 70734  
225-744-7006 office

**Total Energy Solutions**  
36376 Highway 30, Geismar LA 70734  
Ph: 1-225-744-7006 Fax: 1-225-744-7005

Generator Location	Make	Engine Type	Fuel Type	Size	Serial #	Model #	Major/Minor
Jail/Courthouse	Baldor	Detroit	Diesel	600 KW	06R1058686		2800
EOC Warehouse	Generac	Mitsubishi	Natural Gas	36 KW	9184580	ETO3624GNAX	700
Convent Senior Center	Cummins			300 KW			1500
Lutcher High School GYM		GM	Natural Gas	65 KW			800
EOC	Kato Light	John Deere	Diesel	200 KW	160557-0308		1300
Transit Shop	Baldor	GM	Natural Gas	97 KW			900
Convent Water Plant	Kato Light	Detroit	Diesel	400 KW			1800
Lutcher Senior Center	Generac		Natural Gas	200 KW			1300
Vacherie Water Plant	Kato Light	Detroit	Diesel	400 KW			1800
Utilites Shop/Warehouse		GM	Natural Gas	55 KW			750
Courthouse Annex	Kato Light	John Deere	Diesel	150 KW			1200
West Bank Shop	Generac			50 KW			750
Welcome Senior Center	Generac		Natural Gas	138 KW			1100
Light Plant 1	Baldor		Diesel				500
Light Plant 2	Baldor		Diesel				500
Light Plant 3	Baldor		Diesel				500
Light Plant 4	Baldor		Diesel				500
Light Plant 5	Baldor		Diesel				500
Light Plant 6	Baldor		Diesel				500
Light Plant 7	Baldor		Diesel				500
Light Plant 8	Baldor		Diesel				500
Mobile TS 175	Baldor	John Deere	Diesel	175 KW			1250
Mobile TS 60	Baldor	John Deere	Diesel	60 KW			775
Mobile Command center	Onan	John Deere	Diesel	15kw			500
<b>Total</b>							<b>23225</b>

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

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

**A RESOLUTION APPROVING THE SYSTEM SURVEY AND COMPLIANCE QUESTIONNAIRE FOR THE FINANCIAL AND COMPLIANCE AUDIT OF ST. JAMES PARISH GOVERNMENT FOR THE FISCAL YEAR ENDED DECEMBER 31, 2019.**

WHEREAS. a System Survey and Compliance Questionnaire is to be completed as a required part of financial and compliance audits for Louisiana governmental units; and.

WHEREAS. the System Survey and Compliance Questionnaire: is to be used by the audit firm for the purpose of expressing an opinion as to fair presentation of the Parish's financial statements, assess the Parish's system of internal control structure, and review the Parish's compliance with applicable laws and regulations;

NOW. THEREFORE, BE ET RESOLVED by the James Parish Council, that

SECTION 1. The System Survey and Compliance Questionnaire which has been completed for the financial and compliance audit of the St. James Parish Government for the fiscal year ended December 31, .2019 is hereby approved as presented.

SECTION 2. The System Survey and Compliance Questionnaire is to be submitted to the audit firm engaged for the purpose of testing the accuracy of the responses in said questionnaire.

And the resolution was declared adopted on this, the 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements of Governments)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government agencies. Upon completion, the questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed questionnaire and a copy of the adoption instrument, if appropriate, must be given to the auditor at the beginning of the audit. The auditor will, during the course of his/her regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to my office.

Certain portions of the questionnaire may not be applicable to your organization. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his/her examination. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Daryl G. Purpera, CPA, CFE  
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements of Government Agencies)**

March 18, 2020

Postlewaite & Netterville  
215 St Patrick Street  
Donaldsonville, LA 70346

In connection with your audit of our financial statements as of December 31, 2019 and for the year ended December 31, 2019 for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of December 31, 2019.

**PART I. AGENCY PROFILE**

1. Name and address of the organization.

St James Parish Government  
PO Box 106  
Convent, LA 70723-0106

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

21,367

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

See attached

4. Period of time covered by this questionnaire.

1-1-2019 – 12-31-19

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

Home Rule Charter and LR 33:126

6. Briefly describe the public services provided.

Local government services; maintain roads, drainage, health and welfare for economically/socially/physically disadvantaged, recreation, public safety, public transportation, emergency and medical assistance .

7. Expiration date of current elected/appointed officials' terms.

January 2024

### **LEGAL COMPLIANCE**

#### **PART II. PUBLIC BID LAW**

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.

A) All public works purchases exceeding \$154,450 have been publicly bid.

B) All material and supply purchases exceeding \$30,000 have been publicly bid.

Yes [ X ] No [ ]

#### **PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES**

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [ X ] No [ ]

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [ X ] No [ ]

#### **PART IV. LAWS AFFECTING BUDGETING**

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

##### A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).

2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).

3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).

4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).

5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.

6. All action necessary to adopt and finalize the budget was completed prior to the date required by state

law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).

7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).

8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes [ X ] No [ ]

#### B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes [ ] No [ ]

#### C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes [ ] No [ ]

### **PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS**

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes [ X ] No [ ]

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes [ X ] No [ ]

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes [ X ] No [ ]

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes [ X ] No [ ]

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes [ X ] No [ ]

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes [ X ] No [ ]

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes [ X ] No [ ]

**PART VI. MEETINGS**

19. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes [ X ] No [ ]

**PART VII. ASSET MANAGEMENT LAWS**

20. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes [ X ] No [ ]

**PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

21. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes [ X ] No [ ]

**PART IX. DEBT RESTRICTION LAWS**

22. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes [ X ] No [ ]

23. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes [ X ] No [ ]

24. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes [ X ] No [ ]

**PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

25. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes [ X ] No [ ]

26. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes [ X ] No [ ]

27. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes [ X ] No [ ]

**PART XI. ISSUERS OF MUNICIPAL SECURITIES**

28. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes [ X ] No [ ]

**PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

Parish Governments

29. We have adopted a system of road administration that provides as follows:

- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
- B. Development of a capital improvement program on a selective basis, R.S. 48:755.
- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.

G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes  No

School Boards

30. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-400.

Yes  No

31. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes  No

32. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Education Levels of Public School Staff
- Schedule 3, Number and Type of Public Schools
- Schedule 4, Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Schedule 5, Public School Staff Data: Average Salaries
- Schedule 6, Class Size Characteristics
- Schedule 7, Louisiana Educational Assessment Program (LEAP)
- Schedule 8, Graduation Exit Examination (GEE) (Note: this schedule is no longer applicable.)
- Schedule 9, iLEAP Tests

Yes  No

Tax Collectors

33. We have complied with the general statutory requirements of R.S. 47.

Yes  No

Sheriffs

34. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes  No

35. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes  No

District Attorneys

36. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes  No

Assessors

37. We have complied with the regulatory requirements found in R.S. Title 47.

Yes  No

38. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes  No

Clerks of Court

39. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes  No

Libraries

40. We have complied with the regulations of the Louisiana State Library.

Yes  No

Municipalities

41. Minutes are taken at all meetings of the governing authority (R.S. 42:20). Yes [ ] No [ ]
42. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528). Yes [ ] No [ ]
43. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28). Yes [ ] No [ ]

Airports

44. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802. Yes [ ] No [ ]
45. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810). Yes [ ] No [ ]
46. All project funds have been expended on the project and for no other purpose (R.S. 2:810). Yes [ ] No [ ]
47. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811). Yes [ ] No [ ]

Ports

48. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452. Yes [ ] No [ ]
49. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460). Yes [ ] No [ ]
50. All project funds have been expended on the project and for no other purpose (R.S. 34:3460). Yes [ ] No [ ]
51. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460). Yes [ ] No [ ]
52. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461). Yes [ ] No [ ]

Sewerage Districts

53. We have complied with the statutory requirements of R.S. 33:3881-4159.10. Yes [ ] No [ ]

Waterworks Districts

54. We have complied with the statutory requirements of R.S. 33:3811-3837. Yes [ ] No [ ]

Utility Districts

55. We have complied with the statutory requirements of R.S. 33:4161-4546.21. Yes [ X ] No [ ]

Drainage and Irrigation Districts

56. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [ ] No [ ]

Fire Protection Districts

57. We have complied with the statutory requirements of R.S. 40:1491-1509.

Yes [ X ] No [ ]

Other Special Districts

58. We have complied with those specific statutory requirements of state law applicable to our district.

Yes [ ] No [ ]

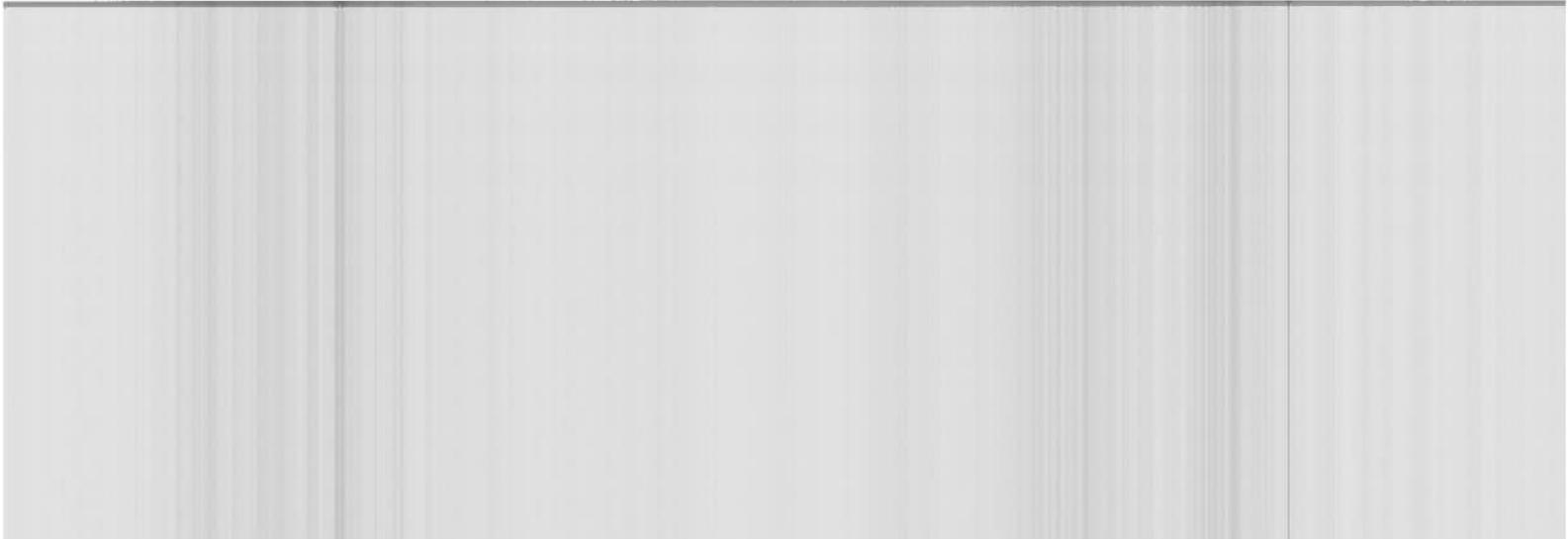
The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

\_\_\_\_\_ Secretary \_\_\_\_\_ Date

\_\_\_\_\_ Treasurer \_\_\_\_\_ Date

\_\_\_\_\_ President \_\_\_\_\_ Date



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

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

**A RESOLUTION APPROVING AND ADOPTING THE REVISIONS TO THE  
PERSONNEL POLICY GOVERNING ST. JAMES PARISH EMPLOYEES**

BE IT RESOLVED, by the St. James Parish Council, that the revisions to the personnel policy governing St. James Parish Council employees, adopted January 20, 1993 and last revised on February 19<sup>th</sup>, 2020 are hereby approved and adopted, and the revised personnel policy will become effective March 18<sup>th</sup>, 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 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

## 7.5 Disaster Pay for Exempt Employees

- 7.5.1 On occasion, exempt employees may be required, by the Department Director, to work beyond 40 hours in a workweek due to unforeseen events leading to a disaster. These exempt employees may receive additional non-routine overtime compensation. This non-routine overtime must be ~~the result of catastrophic events~~ related to a state of emergency or other disaster as authorized by the Parish President. Overtime incurred because of routine operations, errors in planning, or because of non-compulsory overtime is not compensable for exempt employees.

time and one half of each hour worked over 40 hours in the payroll week in which the disaster pay is authorized at the employee's effective hourly rate of pay.

#### **7.6 Hazard Duty Pay**

**7.6.1 During a locally declared state of emergency, an employee may be required to report to work where hazardous conditions, as determined by the Parish President, exist. Hazard duty pay shall be calculated at a rate of 1.5 times regular pay. Overtime pay under hazard pay situations shall be calculated in accordance with all federal and state guidelines for same.**

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

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

**A RESOLUTION APPROVING THE SIGNING OF REVISED AND/OR NEW TITLE IIIB, III-C-1, IIIC-2, III-D, IIIE, NSIP, PCOA, MIPPA AND OTHER CONTRACTS BETWEEN THE GOVERNORS'S OFFICE OF ELDERLY AFFAIRS, THE PARISH PRESIDENT AND/OR THE DIRECTOR OF HUMAN RESOURCES, CAA FOR PROGRAM YEAR 2020-2021.**

WHEREAS, the St. James Parish Council is the governing board for Area Agency on Aging for St. James Parish; and,

WHEREAS, the St. James Parish President is the chief executive officer of the parish, and,

WHEREAS, contracts and contract revisions between the AAA and the Governor's Office of Elderly Affairs are in amounts specified by the Governor's Office of Elderly Affairs.

WHEREAS, the St. James Parish Government Department of Human Resources has operated federal, state, and locally funded programs to benefit the elderly and low income residents of St. James Parish since 1965; and

WHEREAS, the Applicant has the legal, fiscal, and managerial capacity to carry out the project.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. James Parish Council that the Parish President and/or the Director of Human Resources, CAA is authorized to sign such contracts, budget requests, and/or revisions without further approval of this Council. A copy of the contract, budget request, or revision will be furnished at the next regularly scheduled meeting of the Council.

1. That the Parish President and/or the Director of Human Resources, CAA is authorized to execute and file an application on behalf of St. James Parish with the Governor's Office of Elderly Affairs to aid in the financing of operating the Elderly Program.
2. That the Parish President and/or the Director of Human Resources, CAA is authorized to sign assurances, agreements, contracts, amendments and revisions and other necessary documents required.
3. That the Parish President and/or the Director of Human Resources, CAA is authorized to furnish such additional information as the Governor's Office of Elderly Affairs may require in connection with the application or the project.
4. That this resolution is applicable for a period of one year unless revoked by the governing body and copy of such revocation shall be furnished to the Governor's Office of Elderly Affairs.

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 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary



John Bel Edwards,  
Governor

State of Louisiana  
OFFICE OF THE GOVERNOR  
Office of Elderly Affairs

Mrs. Sue Won Narcisse, Director  
St. James Area Agency on Aging  
P. O. Box 87  
Convent, LA 70723

**RE: FY2021 PCOA/Senior Center Contract with St. James Area Agency on Aging**

Mrs. Narcisse:

Attached for signature is your FY2021 PCOA/Senior Center Contract between St. James Area Agency on Aging, SRM Contract #4400018386, and the Governor's Office of Elderly Affairs. The project period is from 7/1/2020 to 6/30/2021. The total contract amount is \$141,418.50.

Please sign the contract and return the original, signed copy to this office to the following address:

Justin Jackson, Contracts  
PO Box 61  
Baton Rouge, LA 70821-0061

The FY2021 Contracts are subject to increase or decrease due to increased or decreased Federal and/or State Appropriations to the Governor's Office of Elderly Affairs. If any changes are required during FY2021, a Contract Amendment will be processed.

Please mail the signed contract to ATTN: Justin Jackson: Contract Reviewer. Do not send the Contract to your Program Auditor to avoid any delay in the Contract Approval Process by the Office of State Procurement. If you have any questions, please contact Justin Jackson at 225-219-7540.

Sincerely,

A handwritten signature in black ink, appearing to read "Danielle B. Stafford".

Danielle B. Stafford  
Deputy Assistant Secretary

**CONTRACT BETWEEN STATE OF LOUISIANA**

**NAME OF DEPARTMENT/AGENCY**  
Governor's Office of Elderly Affairs

AND

**CONTRACTOR NAME**  
St. James Area Agency on Aging

**CONTRACT NUMBER (ISIS/LAGOV)**  
4400018386

**TYPE OF SERVICES TO BE PROVIDED**

PROFESSIONAL SERVICES  CONSULTING SERVICES  SOCIAL SERVICES  PERSONAL SERVICES   
AGENCY  GOVERMENTAL  COOPERATIVE ENDEAVOR

**CONTRACTOR (Legal Name if Corporation)**  
St. James Area Agency on Aging

**FEDERAL EMPLOYER TAX ID NUMBER**  
72-6001228

**STATE LDR ACCOUNT #**  
310042853

**STREET ADDRESS**  
P. O. Box 87

**TELEPHONE NUMBER**  
225-562-2372

**CITY** Convent **STATE** LA

**ZIP CODE** 70723

**BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED**

Contractor will serve as the Parish Council on Aging for the parish and will operate in compliance with state law, Office of Elderly Affairs Policy and procedure; and LA RS 46:1606 and 46:1608. Contractor will keep elderly citizens located within the Contractor's service region abreast of services delivered by the Parish Council on Aging, or any other parish or state resource, by holding at least one public meeting in their respective parish by June 20, 2021. Contractor will also provide timely and appropriate services to seniors at Senior Centers on a monthly basis. Contractor agrees to utilize the funds provided herein in accordance with provisions of LA RS § 46:1606 and 46:1608, hereby made a part of this contract and attached as Attachment B: LA RS 46:1606 and 46:1608.

**BEGIN DATE**

7/1/2020

**END DATE**

6/30/2021

**MAXIMUM CONTRACT AMOUNT**

\$141,418.50

**MULTI-YEAR CONTRACT BREAKDOWN**

N/A

**TERMS OF PAYMENT – If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:**

As provided by LA RS 46:1606 and 1608 hereby made a part of this contract and attached as Attachment B: LA RS 46:1606 and 1608 funds appropriated by the legislature pursuant to LA RS 46:1606 (Parish Councils on Aging Program) shall be distributed by the executive director of the office of elderly affairs and shall be allocated to each parish council in an amount equal to two dollars and fifty cents for each resident of the parish age sixty years or older, as shown by the latest official estimate approved by the United States Bureau of the Census, or thirty-seven thousand five hundred dollars, whichever is greater. The sums so allocated shall be distributed quarterly during the first thirty days of each quarter of the fiscal year. In appropriating funds pursuant to this Section, the legislature shall specifically provide for the allocation of funds to the retrospective parish councils in accordance with the provisions of this Section. Funding for the Senior Centers Program is specifically appropriated by the legislature and shall be distributed by the executive director of the office and shall be allocated to each parish council on aging, in the amount of a sum equal to twenty-five thousand dollars, plus five dollars and eighteen cents per person above a base population of three thousand persons age sixty years or older who are residents of the parish as shown by the latest official census estimate, but in no case less than twenty-five thousand dollars. The sums so allocated shall be distributed quarterly during the first thirty days of each quarter of the fiscal year. The precise amounts awarded to Contractor for each programs funded herein are provided in detail in Attachment C: Funding Breakdown.

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: (Type Title of Personnel only)**

HCBS Manager

**Taxes**

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

**Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

**Termination for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

**Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

**Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

**Record Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

**Contractor's Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

**Assignability**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

**Right to Audit**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

**Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

**Non-Discrimination**

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

**Eligibility Status**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**Prohibition of Discriminatory Boycotts of Israel**

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any

subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

**Contract Approval**

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this day (*enter date*)

**WITNESSES SIGNATURES:**

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

**STATE AGENCY SIGNATURES:**

BY: \_\_\_\_\_

\_\_\_\_\_  
(NAME, TITLE & TELEPHONE NUMBER)

**CONTRACTOR SIGNATURE**

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

BY: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME UNDER SIGNATURE)

TAX I.D.# \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**Introduction**

Charters for the establishment of parish voluntary Councils on Aging (COA) are issued by the Secretary of State upon the approval of applications by the Governor's Office of Elderly Affairs (GOEA) pursuant to R.S. 46:1602. Immediately upon issuance of the charter by the Secretary of State, each COA is authorized to receive public funds from any governmental or political subdivision. Such funds shall be any governmental or political subdivision. Such funds shall be subject to audit by the GOEA and the legislative auditor, or his duly appointed representative.

**Description of Services****A. Governance**

The functions of each COA shall comply with the objectives of state laws and shall be governed by the policies and regulations established by the GOEA. Copies of such policies and regulations shall be furnished to each COA by the GOEA prior to their effective date. Each COA shall be voluntary as to its membership and as to all plans, programs and activities, and each shall be non-profit making and politically non-partisan and non-factional and shall be non-sectarian.

**B. Duties and Functions**

Each COA shall:

1. Collect facts and statistics and make special studies of conditions pertaining to the employment, financial status, recreation, social adjustment, mental and physical health or other conditions affecting the welfare of the aging people in the parish;
2. Keep abreast of the latest developments in these fields of activity throughout the state and nation;
3. Interpret its findings to the citizens of the parish;
4. Provide for a mutual exchange of ideas and information on the parish and state level;
5. Conduct public meetings to make recommendations for needed improvements and additional resources;
6. Promote the welfare of aging people when requested to do so;
7. Coordinate and monitor the services of other local agencies serving the aging people of the parish;
8. Assist and cooperate with the GOEA; and
9. Make recommendations relevant to the planning and delivery of services to the elderly of the parish.

Each COA may appoint subcommittees to undertake such special studies as it authorizes and may appoint to such subcommittees persons qualified in any field of activity relating to the welfare of aging people.

**C. Administrative Responsibilities**

Administrative records and reports shall be established and maintained on the COA's total operation to satisfy legal requirements and for use as a management tool. These should include:

1. Written records of all policies set forth by the governing body; minutes of meetings of the board;
2. Minutes of committee meetings, including records of major decisions;
3. Personnel records; fiscal records; correspondence;
4. Safety, fire inspection, public health inspection, and related reports; accident reports and procedures;
5. Statistical information;
6. Annual reports, reflecting fiscal and program activity of the COA; and historical records, clippings, and other documents.
7. Written records of all policies set forth by the governing body; minutes of meetings of the board;
8. Minutes of committee meetings, including records of major decisions;
9. Personnel records; fiscal records; correspondence;
10. Safety, fire inspection, public health inspection, and related reports; accident reports and procedures;
11. Statistical information;
12. Any other reports, documents, or other requirements provided in the GOEA Policy and Procedure Manual, as revised.

### Goals & Objectives

**Goal I:** To ensure each Parish Council on Aging operates in compliance with state laws and the Office of Elderly Affairs' Policy and Procedures.

**Objective I:** To keep elderly citizens in the Contractor's parish abreast of services delivered by the Parish Council on Aging, or any other parish or state resource, by holding at least one public meeting in their respective parish by June 30, 2021.

**Performance Indicators:**

- Date of public meeting held (annual meeting).
- Number of recipients receiving information and referral from Parish Council on Aging
- Units of information and number of referral provided.

- Percentage of seniors with a high nutritional risk serviced through the nutrition program.
- Number of clients who receive services monthly.

**Objective II:** Provide timely and appropriate services to seniors at Senior Centers on a monthly basis.

- Performance Indicators:**
- Number of services provided to seniors monthly.
  - Percentage of seniors who participate in the congregate meal program.

**Monitoring Plan:** Home & Community Based Service (HCBS) Monitor will review reports on a semi-annual basis.

**LA R.S. §46:1606. Annual appropriation**

A. The legislature shall appropriate to the office of elderly affairs, for distribution by the executive director of the office to the various voluntary parish councils on aging, funds sufficient to allocate to each parish council two dollars and fifty cents for each person sixty years or older who is a resident of the parish as shown by the latest official census estimate or one hundred thousand dollars, whichever is greater. The office of elderly affairs shall include funds in their annual budget request for increases in funding based on the number of elderly as estimated in the above census. Notwithstanding the foregoing, such total annual appropriation shall be for a minimum of six million nine hundred thousand dollars.

B.(1) Funds appropriated by the legislature pursuant to Subsection A of this Section shall be distributed by the executive director of the office of elderly affairs and shall be allocated to each parish council in an amount equal to two dollars and fifty cents for each resident of the parish age sixty years or older, as shown by the latest official estimate approved by the United States Bureau of the Census, or one hundred thousand dollars, whichever is greater. The sums so allocated shall be distributed quarterly during the first thirty days of each quarter of the fiscal year. In appropriating funds pursuant to this Section, the legislature shall specifically provide for the allocation of funds to the respective parish councils in accordance with the provisions of this Section.

(2) In the event of the temporary or permanent relocation of state residents age sixty or over due to a disaster, the executive director of the Office of Elderly Affairs may modify the distribution of money, subject to the approval of the Joint Legislative Committee on the Budget.

C. The executive director of the office of elderly affairs shall distribute the funds appropriated pursuant to this Section and allocated to particular parish councils to each parish council which has filed its charter and its articles of incorporation with the bureau and with the secretary of state, provided such council is in compliance with all budgetary and fiscal requirements of law. Such funds shall be distributed in the amounts as provided by the legislature in accordance with this Section.

D.(1) Funds appropriated pursuant to this Section shall not be in lieu of and shall not in any way replace any other funds appropriated or to be appropriated to or for the voluntary parish councils on aging, including those appropriated pursuant to Title III of the Older Americans Act (42 U.S.C. 3021 et seq.) or other funds allocated pursuant to the Older Americans Act, and any other funds presently appropriated, allocated, or otherwise made available or funds hereafter appropriated, allocated, or otherwise made available for use by the voluntary parish councils on aging.

(2) Except as provided in Paragraph (3) of this Subsection, the balance of any funds appropriated pursuant to this Section which are not allocated to a particular parish council pursuant to the formula provided in this Section shall be allocated to the office of elderly affairs, to be distributed quarterly and to be used for administrative costs and continuing education and training for the parish voluntary councils on aging.

(3) The executive director may allocate funds not appropriated to a particular council on aging pursuant to the formula provided in this Section to one or more parish councils on aging if such parish receives an increase in Louisiana residents age sixty or over due to a disaster. Such allocation shall be subject to review and approval of the Joint Legislative Committee on the Budget.

E. Each voluntary parish council on aging annually shall file with the office of elderly affairs a financial statement for the previous fiscal year of all receipts and disbursements of funds allocated pursuant to this Section, such statement to be filed no later than thirty days after the close of each fiscal year.

F. For the purposes of this Section, "disaster" means a disaster declared by the governor by executive order or proclamation pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act (R.S. 29:721 et seq.).

Added by Acts 1979, No. 735, §1, eff. July 20, 1979.  
Amended by Acts 1981, No. 696, §1, eff. July 20, 1981; Acts 1983, No. 434, §1; Acts 2006, No. 693, §1, eff. June 29, 2006; Acts 2007, No. 344, §1; Acts 2017, No. 203, §1, eff. July 1, 2017; Acts 2019, No. 127, §1.

**LA R.S. 46 § 46:1608. Senior Centers; Appropriation; Allocation of Funds; Parish-Specific Provisions**

A. The legislature shall appropriate to the office of elderly affairs, for distribution by the executive director of the office to the various voluntary parish councils on aging, funds sufficient to allocate to each parish council two dollars and fifty cents for each person sixty years or older who is a resident of the parish as shown by the latest official census estimate or one hundred thousand dollars, whichever is greater. The office of elderly affairs shall include funds in their annual budget request for increases in funding based on the number of elderly as estimated in the above census. Notwithstanding the foregoing, such total annual appropriation shall be for a minimum of six million nine hundred thousand dollars.

B.(1) Funds appropriated by the legislature pursuant to Subsection A of this Section shall be distributed by the executive director of the office of elderly affairs and shall be allocated to each parish council in an amount equal to two dollars and fifty cents for each resident of the parish age sixty years or older, as shown by the latest official estimate approved by the United States Bureau of the Census, or one hundred thousand dollars, whichever is greater. The sums so allocated shall be distributed quarterly during the first thirty days of each quarter of the fiscal year. In appropriating funds pursuant to this Section, the legislature shall specifically provide for the allocation of funds to the respective parish councils in accordance with the provisions of this Section.

(2) In the event of the temporary or permanent relocation of state residents age sixty or over due to a disaster, the executive director of the Office of Elderly Affairs may modify the distribution of money, subject to the approval of the Joint Legislative Committee on the Budget.

C. The executive director of the office of elderly affairs shall distribute the funds appropriated pursuant to this Section and allocated to particular parish councils to each parish council which has filed its charter and its articles of incorporation with the bureau and with the secretary of state, provided such council is in compliance with all budgetary and fiscal requirements of law. Such funds shall be distributed in the amounts as provided by the legislature in accordance with this Section.

D.(1) Funds appropriated pursuant to this Section shall not be in lieu of and shall not in any way replace any other funds appropriated or to be appropriated to or for the voluntary parish councils on aging, including those appropriated pursuant to Title III of the Older Americans Act (42 U.S.C. 3021 et seq.) or other funds allocated pursuant to the Older Americans Act, and any other funds presently appropriated, allocated, or otherwise made available or funds hereafter appropriated, allocated, or otherwise made available for use by the voluntary parish councils on aging.

(2) Except as provided in Paragraph (3) of this Subsection, the balance of any funds appropriated pursuant to this Section which are not allocated to a particular parish council pursuant to the formula provided in this Section shall be allocated to the office of elderly affairs, to be distributed quarterly and to be used for administrative costs and continuing education and training for the parish voluntary councils on aging.

(3) The executive director may allocate funds not appropriated to a particular council on aging pursuant to the formula provided in this Section to one or more parish councils on aging if such parish receives an increase in Louisiana residents age sixty or over due to a disaster. Such allocation shall be subject to review and approval of the Joint Legislative Committee on the Budget.

E. Each voluntary parish council on aging annually shall file with the office of elderly affairs a financial statement for the previous fiscal year of all receipts and disbursements of funds allocated pursuant to this Section, such statement to be filed no later than thirty days after the close of each fiscal year.

F. For the purposes of this Section, "disaster" means a disaster declared by the governor by executive order or proclamation pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act (R.S. 29:721 et seq.).

Added by Acts 1979, No. 735, §1, eff. July 20, 1979.  
Amended by Acts 1981, No. 696, §1, eff. July 20, 1981; Acts 1983, No. 434, §1; Acts 2006, No. 693, §1, eff. June 29, 2006; Acts 2007, No. 344, §1; Acts 2017, No. 203, §1, eff. July 1, 2017; Acts 2019, No. 127, §1.

<b>CONTRACTOR: ST. JAMES AREA AGENCY ON AGING</b>	
<b>STATE FISCAL YEAR 2021</b>	
<i>State Programs:</i>	
<b>PCOA</b>	<b>\$100,000.00</b>
<b>Senior Center</b>	<b>\$30,506.00</b>
<b>Supplemental Senior Center</b>	<b>\$3,100.00</b>
<b>Senior Center (Additional Appropriation)</b>	<b>\$7,812.50</b>
<b>TOTAL FY2021 Contract Amount</b>	<b>\$141,418.50</b>



John Bel Edwards,  
Governor

State of Louisiana  
OFFICE OF THE GOVERNOR  
Office of Elderly Affairs

Ms. Sue Won Narcisse, Director  
St. James Area Agency on Aging  
P. O. Box 87  
Convent, LA 70723

**RE: FY2021 NSIP Contract with St. James Area Agency on Aging**

Dear Ms. Narcisse:

Enclosed is a copy of your approved FY2021 NSIP Contract between St. James Area Agency on Aging, SRM Contract #4400018686 and the Governor's Office of Elderly Affairs. The project period is from 7/1/2020 to 6/30/2021. The total amount of the contract is \$51,745.

If you have any questions, please feel free to contact Justin Jackson at (225) 219-7540.

Sincerely,

A handwritten signature in cursive script that reads "D. Stafford".

Danielle Stafford  
Deputy Assistant Secretary

# CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Governor's Office of Elderly Affairs

AND

CONTRACTOR NAME

St. James Area Agency on Aging

CONTRACT NUMBER (ISIS/LAGOV)

4400018686

## TYPE OF SERVICES TO BE PROVIDED

GOVERNMENT

PROFESSIONAL

CONSULTING

PERSONAL

SOCIAL

CONTRACTOR (Legal Name if Corporation)

St. James Area Agency on Aging

FEDERAL EMPLOYER TAX ID NUMBER

72-6001228

STREET ADDRESS

P. O. Box 87

Contractor Email

suewon.narcisee@stjamesla.com

CITY, STATE, ZIP CODE

Convent, LA 70723

Contractor SRM Vendor Number

310042853

## BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

Contractor will enter into written agreements with each nutrition service provider for cash payment under the Nutrition Services Incentive Program (NSIP) outlining the precise responsibilities of the Contractor as the Area Agency on Aging, the responsibilities of the nutrition service provider, and the exact amount and timing of cash payments from Contractor to the nutrition service provider. Contractor will develop NSIP procedures to ensure that nutrition service providers, including quarterly on-site program monitoring, to ensure that nutrition service providers use payments under their agreement solely for the purchase of United States agricultural commodities and other foods purchased in the United States for use in its nutrition operations. Contractor and will promptly disburse all properly payable cash payments to nutrition service providers and will abide by and comply with all conditions and requirements set forth in the Statement of Work (Attachment A).

BEGIN DATE

7/1/2020

END DATE

6/30/2021

MAXIMUM CONTRACT AMOUNT

\$51,745.00

MULTI-YEAR CONTRACT BREAKDOWN

N/A

**TERMS OF PAYMENT-** If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

State Agency will compensate the Contractor as follows:

Payment to Contractor shall be made through quarterly NSIP cash payments in amounts equal to ¼ (one-fourth) the Maximum Contract Amount, as provided above, payable no later than the last day of each quarter, for the term of the contract, beginning on July 1, 2020, and ending on June 30, 2021. The total NSIP cash payments under this agreement shall not exceed the maximum contract amount.

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:** (Type Title of Personnel only)

HCBS Manager

**Taxes**

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

**Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

**Termination for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

**Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

**Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

**Record Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

**Contractor's Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

**Assignability**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

**Right to Audit**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

**Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

**Non-Discrimination**

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

**Eligibility Status**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**Prohibition of Discriminatory Boycotts of Israel**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

**WITNESSES SIGNATURES:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATE AGENCY SIGNATURES:**

BY: \_\_\_\_\_

\_\_\_\_\_  
(NAME, TITLE & TELEPHONE NUMBER)

**CONTRACTOR SIGNATURE**

BY: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME UNDER SIGNATURE)

TAX I.D.# \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**Attachment A: Nutritional Services Incentive Program (NSIP)-Statement of Work**

This Agreement is made and entered into by and between the State of Louisiana, Governor's Office of Elderly Affairs, hereinafter referred to as the "State Agency," and the Contractor, hereinafter referred to as "Contractor."

**1) Compensation –**

Payments in the amount of 1/4 the Contractor's Maximum Contract Amount will be paid on a quarterly basis.

**2) Terms**

- a) This Agreement shall not become effective until approved by GOEA and the Division of Administration, Office of State Procurement.
- b) This Agreement contains all the terms and conditions agreed by the State Agency and the Contractor. Any alterations, variations, modifications or waivers of provisions of this award shall not be valid until they have been reduced to writing, duly signed by all parties having responsibility and interest including State and Federal officials as required. Continuation of this Agreement is based on compliance with all terms and conditions.
- c) All amendments shall be carried out in accordance with policies and procedures announced by the State Agency including the following:
  - 1) Whenever there is any change in the approved fiscal period and effective date of obligation herein; or
  - 2) Whenever there is any change in the ceiling for the NSIP.
- d) In the event the State Agency determines that certain costs which have been reimbursed to Contractor pursuant to this or previous Agreements are not allowable, the State Agency shall have the right to set off and withhold said amount from amounts due Contractor under this Agreement for costs that are allowed.

**3) Scope of Work - The Contractor will:**

- a) Enter into a written Agreement with each approved nutrition service provider for cash payment in NSIP, outlining the exact amount of payment and the responsibilities of the Area Agency and the NSIP provider.
- b) Promptly disburse all cash payments to its nutrition service providers.
- c) Establish procedures, including quarterly on-site program monitoring activities, to insure that such cash payments are used by the nutrition service providers solely for the purchase of:

***United States agricultural commodities and other foods purchased in the United States for use in its nutrition operations. No imported food may be purchased with these funds, i.e. coffee, tea, cocoa and bananas.***

  - 1) Meals furnished to them under contractual arrangements with food service management companies, caterers, restaurants or institutions, provided that each meal contains United States produced commodities or foods at least equal in value to the per meal cash payment; or
  - 2) Meals that meet Title III-C standards for nutritional adequacy and sanitation. NSIP commodity cash assistance will be paid only for meals which meet one-third of the Recommended Dietary Allowance served to eligible participants and their spouses. Partial meals are not allowable for NSIP credit.
- d) Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw foods).
- e) Maintain and retain for three years from the close of the state fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement or until any disputes are resolved.

- f) Maintain an accurate verifiable count of eligible meals served in the meals programs in order to be reimbursed under the guidelines established by the U.S. Department of Agriculture.
  - g) Allow the State Agency to monitor periodically:
    - 1) The Contractor's fiscal accountability of Cash in Lieu of Commodities.
    - 2) The Contractor's ability to administer and monitor nutrition service provider's programmatic and fiscal management of NSIP.
  - h) The Contractor will abide by and comply with the conditions and requirements set forth in Grants Administration.
- 4) **Termination for Cause and Convenience**
- a) The State Agency has the right to suspend or cancel this contract upon 24-hours written notice to the Contractor if it is determined that funds provided herein are misused and/or unaccounted for; or if records and reports are not maintained; or for any other reason which is detrimental to the contract.
  - b) The State Agency has the right to order cessation of the service funded under this Agreement upon 24-hours' notice when the State Agency deems the health and welfare of the ultimate service recipients is endangered or non-compliance jeopardizes Federal financial participation. Such cessation shall remain in effect until the condition is corrected or the service contract is terminated.
  - c) If the Contractor should go out of existence, or upon termination of this contract prior to the ending date, the Contractor will return all unexpected funds to the State Agency. This Agreement may be terminated at a date earlier than the ending date by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of early termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform to the date of termination.
  - d) The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, as its option, place the Contract in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.
  - e) The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 5) **Record and Audit** - The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to the inspection and audit of the State Agency, Division of Administration, Office of Contractual Review, State Auditor, the NSIP, the aforementioned agencies or their designee shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the State Agency to recover excessive illegal payments.
- 6) **Appropriations** – The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the United States Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the State Agency to the Contractor. The State Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 7) **Release** – The Contractor, upon final payment of the amount due under this Agreement, releases the State Agency, its offices and employees, and the State of Louisiana from all liability claims and obligations whatever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of Louisiana to

any obligation not assumed herein by the State of Louisiana, unless the Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

- 8) **Conflict of Interest** – The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall not assign any interest in same whether by assignment or novation, without prior written consent of the State Agency, provided, however that money due or to be due to the Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the State Agency.
- 9) **Applicable Laws** – This Agreement shall be governed by the laws and regulations of (a) the State of Louisiana, (b) the Older Americans Act of 1965, as Amended in 2006, (c) the Federal Agriculture Act of 1949, as amended in 2008, and (d) any other applicable law and regulations of the federal government. If any part of this contract is determined to be invalid or illegal by any court of competent jurisdiction, it shall not affect the remaining parts.
- 10) **Assurances** – The Contractor hereby assures and certifies that it will comply with regulations, policies, guidelines, and requirements, including 2 CFR 200, as it relates to the application, acceptance and use of federal funds for this federally assisted project. Moreover, the Contractor agrees and/or shall require all Subcontractors to agree:
- a) Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.
  - b) To establish safeguards to prohibit employees from using their positions for a purpose of or giving the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.
  - c) To comply with all requirements imposed by the Federal Sponsoring Agency concerning special requirements of law, program requirements, and other administrative requirements.

### **GOALS AND OBJECTIVES, PERFORMANCE EVALUATION, MONITORING PLAN**

**Goal I** To provide for the delivery of supportive and nutritional services to at least 8% of older individuals to enable them to live dignified, independent, and productive lives in appropriate settings (using the most current census data).

**Objective I:** To target the state's older individuals with the greatest economic or social need, with particular attention to low-income minority individuals, for services by **6/30/21**.

#### **Performance Indicators**

**Input** Number of recipients receiving services from the HCBS (Home and Community Based Services) program

**Outcome** Nutrition scores may improve.

**Efficiency** Percentage of low-income persons served as compared to the number of elderly persons in the service area

**Monitoring** GOEA Program Monitors will review the Area Agency on Aging's (AAA's) service delivery on a quarterly basis.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
BA-22 (Revised 10/2005)

Date: 12/4/2019 Dept/Budget Unit/Program #: 01-133  
 Dept/Agency/Program Name: Governor's Office of Elderly Affairs OCR/CFMS Contract #: 4400018686  
 Agency/Program BA-22 #: \_\_\_\_\_ Agency/Program Contract #: \_\_\_\_\_

Fiscal Year for this BA-22: 2020-2021 BA-22 Start/End Dates: 7/1/2020 6/30/2021  
 (yyyy-yy) (Start Date) (End Date)  
 Multi-year Contract (Yes/No): NO If "Yes", provide contract dates:  
 (Start Date) (End Date)

St. James Area Agency on Aging  
 (Contractor/Vendor Name) 310042853  
 (Contractor/Vendor No.)

Social Services to the Elderly  
 (Provide a statement of "Services Provided")

Contract Amendment (Yes/No): No Amendment Start/End Dates: \_\_\_\_\_  
 (Start Date) (End Date)  
 Contract Cancellation (Yes/No): \_\_\_\_\_ Date of Cancellation: \_\_\_\_\_  
 (Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level				
MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$0	0.0%	\$0	0.0%
Interagency Transfers	\$0	0.0%	\$0	0.0%
Fees and Self Gen.	\$0	0.0%	\$0	0.0%
Statutory Dedication	\$0	0.0%	\$0	0.0%
Federal	\$51,745	100%	\$51,745	100%
<b>TOTALS</b>	<b>\$51,745</b>	<b>100%</b>	<b>\$51,745</b>	<b>100%</b>

\*Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)  
 Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) Yes  
 If not, explain.

This information is to be provided at the Agency/Program Level	
Name of Object Code/Category:	MISCELLANEOUS CHARGES
Object Code/Category Number:	3560
Amount Budgeted:	\$3,369,812
Amount Previously Obligated:	\$2,969,022
Amount this BA-22:	\$51,745
Balance:	\$349,046

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.  
 Agy/Prg Contact: \_\_\_\_\_ Reviewed/Approved By: Danielle Stafford  
 Name: \_\_\_\_\_ Name: Danielle Stafford  
 Title: \_\_\_\_\_ Title: DEPUTY ASST. SECRETARY  
 Phone: \_\_\_\_\_ Phone: 225.342.7100

**FOR AGENCY USE ONLY**

AGENCY	PROGRAM	ACTIVITY	ORGANIZ.	OBJECT	REPT CAT	AMOUNT
133	2000		124A	3560	NS09	\$51,745.00



# STATE OF LOUISIANA

## Competitive Contract

Vendor: 310042853  
Company  
St. James Parish Government  
5800 LA Highway 44, 2nd Floor  
Convent LA 70723  
Phone : (225) 562-2262  
Fax : (225) 562-2279

T Number:  
Version: 1  
LAPS Contract: No  
Fiscal Year: 2020  
Min.Ord.Value: 0.00  
Contract Value: 51,745.00  
Distributor Contract: No  
PCard:No  
Co-op Agreement:No

Contract number: 4400018686  
Description: St. James FY2021 NSIP Contract

**Buyer Information**  
Name: JUSTIN JACKSON  
Tel Number: 225-219-7540  
Email: jmjackson@goea.la.gov

SEBD Vendor: No  
SEHI Vendor: No  
VSE Vendor: No  
DVSE Vendor: No  
Contract Valid Dates:  
07/01/2020 - 06/30/2021

**Supplier Text:**  
**Notice to Vendor:**

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		St. James FY2021 NSIP Contract	93141500	JOB	51,745.00000	

**GOEA CONTRACT DEVELOPMENT FORM**

(Please type these requests)

Page [1] of [1]

GOEA Staff person responsible for contract Shavon Humphrey  
(Person originating request)

Contractor's FACS Vendor Number 310042853

Contractor's Federal Employer ID Number 72-6001228

Contractor's Name St. James Area Agency on Aging

Contractor's Address P. O. Box 87

Convent, LA 70723

Contractor's Contact Person St. James Area Agency on Aging

Phone Number 225-562-2372

Purpose of Contract Referenced in Page 1 "Brief Description of Services To Be Provided" and in

Attachment A: Statement of Work

Funds Available:  Yes  No Laura Jack  
Management and Finance Date

FACS Coding

Fiscal Year	Cost Center	Object	Object Detail	Project	Amount
2021	124A	3560		NU09	\$51,745

Terms of Contract

Payments will be 1/4 of the AAA allotment/contract to be paid at the end of each fiscal quarter.

Note: All invoices from vendor must reference the SRM# assigned on this form to be paid.

Approved by: [Signature] [Signature]  
Unit Manager Date 12/5/2019

Approved by: [Signature]  
Director Date 12/5/2019

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

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

**A RESOLUTION APPROVING THE APPOINTMENT OF A DIRECTOR AND AN ALTERNATE DIRECTOR TO REPRESENT ST. JAMES PARISH, STATE OF LOUISIANA, ON THE BOARD OF DIRECTORS OF THE LOUISIANA MUNICIPAL NATURAL GAS PURCHASING AND DISTRIBUTION AUTHORITY, AS PROVIDED BY CHAPTER 10-B OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950**

WHEREAS, St. James Parish, State of Louisiana, is a member of the Louisiana Municipal Natural Gas Purchasing and Distribution Authority (LMGA), in accordance with Act 658 of 1987; and,

WHEREAS, pursuant to Section 45.46.2, the governing authority of St. James Parish, desires to approve the appointment of a Director to the Authority and to approve the appointment of an Alternate Director to act in the absence of the Director.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, the governing authority of St. James Parish, State of Louisiana, acting in such capacity:

Section 1. That pursuant to the Act, the appointment of Asst. Director of Operations Ryan Larousse to serve as a Director of the Authority for a term of four (4) years from the date hereof is approved and that the appointment of Julie Gilbert Asst. Director of Finance to serve as an alternate Director, for like term, to act in the absence of the director is approved.

Section 2. That this resolution shall take effect immediately.

And the resolution was declared adopted on this, the 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

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

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

**A RESOLUTION ACCEPTING THE BIDS RECEIVED FOR PICKUP TRUCKS THAT WERE ADVERTISED**

WHEREAS, the St. James Parish Council did cause the advertisement of and received bids, as prescribed by law, for multiple models of pickup trucks; and,

WHEREAS, the bids received were given due and proper consideration as to specifications; and,

WHEREAS, the lowest bid for the F-150 Regular Cab was received from Cazenave Motor Co., Inc. at \$25,100.00; and,

WHEREAS, the lowest bid for the F-150 Extended Cab 4X4 was received from Cazenave Motor Co., Inc. at \$29,900.00; and,

WHEREAS, the lowest bid for the F-150 Crew Cab 4X4 was received from Cazenave Motor Co., Inc. at \$37,150.00; and,

WHEREAS, the lowest bid for the F-250 with Service Body was received from Cazenave Motor Co., Inc. at \$34,900.00 along with the options that were listed and shown on the bid tabulation sheet; and,

WHEREAS, the lowest bid for the F-350 with Service Body was received from Cazenave Motor Co., Inc. at \$43,500.00; and,

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, upon the recommendation of the Parish President's Office that the bids received as submitted by Cazenave Motor Co., Inc., is hereby accepted.

And the resolution was declared adopted on this, the 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

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Linda Hubbell  
Secretary

**BID TABULATION FOR  
DEPARTMENT OF EMERGENCY PREPAREDNESS  
2020 F150 Extended Cab 4X4  
ST. JAMES PARISH, LOUISIANA**

**BID DATE: March 17, 2020**

**TIME: 10:00 A.M.**

Company	Representative	Pickup Truck	Warranty	Delivery Date	Total Bid
Cazenave Motor Co., Inc. 1205 Highway 18 Vacherie, LA 70090	None	\$29,900.00	3 year/36,000 miles Bumper to Bumper 5 year/60,000 miles powertrain	90-100 Days	\$29,900.00

**BID TABULATION FOR  
DEPARTMENT OF EMERGENCY PREPAREDNESS  
2020 F350 with Service Body  
ST. JAMES PARISH, LOUISIANA**

**BID DATE: March 11, 2020**

**TIME: 10:00 A.M.**

Company	Representative	Pickup Truck	Warranty	Delivery Date	Total Bid
Cazenave Motor Co., Inc 1205 Highway 18 Vacherie, LA 70090	None	\$43,500.00	3 year/36,000 miles 5 years/60,000 miles powertrain	90-100 Days	\$43,500.00

**BID TABULATION FOR  
DEPARTMENT OF EMERGENCY PREPAREDNESS  
2020 F150 Pickup  
ST. JAMES PARISH, LOUISIANA**

**BID DATE: March 11, 2020**

**TIME: 10:00 A.M.**

Company	Representative	Pickup Truck	Warranty	Delivery Date	Total Bid
Cazenave Motor Co., Inc. 1205 Highway 18 Vacherie, LA 70090	None	\$25,100.00	3 year/36,000 miles 5 years/60,000 miles powertrain	90-100 Day	\$25,100.00



**BID TABULATION FOR  
DEPARTMENT OF EMERGENCY PREPAREDNESS  
2020 F150 Crew Cab 4X4  
ST. JAMES PARISH, LOUISIANA**

**BID DATE: March 11, 2020**

**TIME: 10:00 A.M.**

Company	Representative	Pickup Truck	Warranty	Delivery Date	Total Bid
Cazenave Motor Co., Inc. 1205 Highway 18 Vacherie, LA 70090	None	\$37,150.00	3 year/36,000 mile 5 year/ 60,000 mile powertrain	90-100 Days	\$37,150.00

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

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

**A RESOLUTION PROVIDING FOR THE ACCEPTANCE OF WORK PERFORMED BY LA CONTRACTING ENTERPRISE, LLC, IN ACCORDANCE WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION, FOR CONSTRUCTION OF THE VACHERIE WATER TREATMENT PLANT CHLORINE BUILDING**

**WHEREAS**, St. James Parish Council entered into a contract dated October 30, 2018 with LA Contracting Enterprise, LLC for the construction of the Vacherie Water Treatment Plant Chlorine Building; and,

**WHEREAS**, the work under the aforementioned contract was substantially completed in accordance with the plans and specifications by the contractor on February 5, 2020; and,

**WHEREAS**, a final inspection was conducted on February 5, 2020 by representatives of the engineer, owner, and contractor and all work was found to be satisfactory for acceptance.

**NOW, THEREFORE, BE IT RESOLVED**, by St. James Parish Council, here by represented by the Director of Operations that the work under the aforementioned project be and is hereby accepted as completed on the date of substantial completion hereinbefore specified.

**BE IT FURTHER RESOLVED**, that the secretary is hereby authorized to file with the Clerk of Court of the Parish of St. James a certified copy of this resolution and a copy of the fully executed Certificate of Substantial Completion in order to commence the (45) day lien period.

And the resolution was declared adopted on this, the 18th day of March 2020.

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

\_\_\_\_\_  
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, Linda Hubbell, 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 18th day of March 2020.

Signed at Vacherie, Louisiana, this 19th day of March 2020.

(S E A L)

\_\_\_\_\_  
Linda Hubbell  
Secretary

LA CONTRACTING ENTERPRISE, LLC  
 1645 SAINT PATRICK STREET  
 THIBODAUX, LA 70301  
 (985)446-2212 FAX (985)446-2231

MONTHLY PAY APPLICATION

INVOICE NO:  
 PAY APPLICATION NO: 5  
 PERIOD TO: 2/29/2020  
 APPLICATION DATE: 2/29/2020  
 JOB NUMBER: 1831

TO: ST JAMES PARISH  
 P. O. BOX 106  
 CONVENT, LA 70723

CONTRACT #:  
 PROJECT: VACHERIE CHLORINE BUILDING

LINE	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
20001		GENERAL CONDITIONS	LS			15,850.00		15,850.00				15,850.00	100.00%
20002		SITE CONSTRUCTION	LS			7,745.00		7,745.00				7,745.00	100.00%
20003		CONCRETE	LS			6,315.00		6,315.00				6,315.00	100.00%
20004		MASONRY	LS			12,180.00		12,180.00				12,180.00	100.00%
20005		METALS	LS			2,605.00		2,605.00				2,605.00	100.00%
20006		WOODS & PLASTICS	LS			6,140.00		6,140.00				6,140.00	100.00%
20007		THERMAL & MOISTURE PROTECTIONS	LS			8,250.00		8,250.00				8,250.00	100.00%
20008		DOORS & WINDOWS	LS			9,050.00		9,050.00				9,050.00	100.00%
20009		FINISHES	LS			6,200.00		6,200.00				6,200.00	100.00%
20010		SPECIALTIES	LS			820.00		820.00				820.00	100.00%
20011		EQUIPMENT	LS			92,500.00		92,500.00				92,500.00	100.00%
20016		ELECTRICAL	LS			21,500.00		21,500.00				21,500.00	100.00%
20011		EQUIPMENT	LS			-92,500.00		-92,500.00				-92,500.00	100.00%

CONTRACT TOTAL: \$ 96,655.00

LESS PREVIOUS BILLINGS:  
 CURRENT AMOUNT DUE: \$ 9,665.51

CURRENT

TO DATE

\$ 96,655.00 100.00%  
 \$ -9,665.51  
 \$ 86,989.49  
 \$ 9,665.51