



St. James Parish Council

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

Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

April 28, 2020

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, April 29, 2020, at 6:30 p.m., via video/teleconference.

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.

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

AGENDA
ST. JAMES PARISH COUNCIL
VIDEO/TELECONFERENCE
WEDNESDAY, APRIL 29, 2020

Based on the Public Health Emergency in Proclamation Number 25 JBE 2020 and all subsequent Proclamations made by the Governor of Louisiana, 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 orders of the Governor, the guidance issued by the Louisiana Attorney General, and the recommendations of the CDC, the St. James Parish Council will meet via video/teleconference at the posted date and time to only take up any matters on its agendas which are necessary to ensure the public function and which require a vote of the Council. If a member of the public would like to issue public comment on any agenda item, please do one of the following: 1) Send an email, prior to the meeting, to the Council Secretary (linda.hubbell@stjamesparishla.gov) stating the agenda item you want to submit a comment upon, along with your full name, address, and your written comments which will be read into the record of the meeting; or 2) Dial into the teleconference line at (605) 468-8035 and enter Participant Code- 10249431. You will be allowed to comment during the Public Comment item of the agenda on any matter requiring a vote of the Council.

6:30 P.M.– REGULAR MEETING

- I. CALL TO ORDER & ROLL CALL**
- II. PRAYER & PLEDGE**
- III. MINUTES**
 1. Approval of the April 15, 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** - None
- VII. CORRESPONDENCE RECEIVED** - None
- VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS** - None
- IX. OLD BUSINESS** - None
- X. NEW BUSINESS**
 1. Resolution to approve disbursement of payroll for the May 1, 2020 payroll (St. Pierre)
 2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
 3. Resolution proclaiming the week of April 13-18, 2020 as National Community Development week in St. James Parish (Dufresne)
 4. Resolution proclaiming the month of April 2020 as Fair Housing Month in St. James Parish (Dufresne)
 5. Resolution authorizing the St. James Parish Government to prepare and submit a pre-application to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages; providing for the necessary documentation of said flood damages; and providing for other related matters in connection therewith (Dufresne)
 6. A resolution authorizing the office of the Parish President to advertise and accept bids for a sewer system package plant in the Molaison Area of South Vacherie (Dufresne)
 7. Resolution authorizing the Office of the Parish President to seek and receive request for proposals for debris removal services (Dufresne)
 8. Resolution authorizing the Office of the Parish President to seek and receive request for proposals for debris monitoring services (Dufresne)
 9. Resolution accepting the bid of Bunker Gear Specialist LLC, for the Department of Emergency Preparedness (Dufresne)
 10. Resolution accepting the bid of Ferrara Fire Apparatus Inc. for self-contained breathing apparatus for the Parish fire departments (Dufresne)
 11. Resolution authorizing the Parish President and enter into a Memorandum of Understanding with Tangipahoa Parish School Board for Point-to-Point sheltering (Dufresne)
 12. Resolution authorizing the Parish President to enter into a Memorandum of Understanding with Tangipahoa Parish for Point-to-Point sheltering (Dufresne)
 13. Resolution authorizing the St. James Parish President to sign a contract with Diaz Lawn Maintenance for lawn car (Dufresne)
 14. Resolution authorizing the St. James Parish President to sign a service agreement with Homeland Safety Systems for camera system in the parish jail (Dufresne)

15. Resolution authorizing the St. James Parish President to sign and execute a contract with High Tide Consultants, LLC to provide engineering, consulting, and project management services (Dufresne)

XI. MOTION TO ADJOURN

To view backup documentation please visit www.stjamesla.com/agendacenter

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

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

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE
MAY 1, 2020 PAYROLL**

WHEREAS, the employee payroll is May 1, 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 May 1, 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 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 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, April 30, 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 29th day of April 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 30th day of April 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 PROCLAIMING THE WEEK OF APRIL 13-18, 2020 AS
NATIONAL COMMUNITY DEVELOPMENT WEEK IN ST. JAMES PARISH**

WHEREAS, the week of April 13-18, 2020 has been designated as National Community Development Week St. James Parish is a participant in the State-administered Community Development Block Grant program which funds public infrastructure, economic development, and housing programs in this community; and,

WHEREAS, in this community and communities throughout the nation, twenty years of State-administered Community Development Block Grant program funding has developed a strong relationship between this local government and its residents, principally those of low-to-moderate income; and,

WHEREAS, this community recognizes that the State administered Community Development Block Grant program is a partnership of federal, state, and local governments and community and business efforts, and that the service funded by the State-administered CDBG program relies heavily on the dedication and good will of our combined efforts,

NOW, THEREFORE, BE IT RESOLVED, that the members of the St. James Parish Council and Parish President Peter A. Dufresne do hereby Jointly proclaim The Week of April 13-18, 2020 as **NATIONAL COMMUNITY DEVELOPMENT WEEK** in St. James Parish and this community will give thanks and recognition to all participants whose hard work and devotion to the neighborhoods and their low-to-moderate income residents help ensure the quality and effectiveness of the State-administered Community Development Block Grant program.

BE IT FURTHER RESOLVED, that this community, along with the service providers and others names are appended to this resolution, hereby petition the U.S. Congress and Administration to recognize the outstanding work being done locally and Nationally by the State-administered Community Development Block Grant program, and of its vital importance to the community and to the people who live in its lower income neighborhoods.

BE IT FURTHER RESOLVED, that copies of this resolution to be conveyed to the appropriate elder appointed officials of the federal government and that this community's name be added to roll of those committed to the reservation and full funding of the State-administered Community Development Block Grant program and maintenance of its essential features over the course of the next session of Congress.

And the resolution was declared adopted on this, the 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary

Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



MEMORANDUM

TO: ALL LCDBG RECIPIENTS
FROM: W TRACI M. WATTS, DIRECTOR, LCDBG/LGAP/CWEF PROGRAMS
DATE: FEBRUARY 12, 2020
SUBJECT: NATIONAL COMMUNITY DEVELOPMENT WEEK – APRIL 13-18, 2020

Given the federal deficit and budget climate, all federal programs are at risk of receiving less money in the coming year, if not being eliminated completely. Community Development Block Grant (CDBG) Program funding has been reduced substantially over the years. In 2007, the CDBG program received \$3.58 billion; however in 2019 only \$3.3 billion was appropriated for CDBG. In honor of the CDBG program that has provided local governments resources in an effort to meet the needs of low and moderate income persons within their jurisdictions for the past 46 years, I encourage all CDBG grantees to celebrate and recognize the good work of the program during the 2020 National Community Development Week of April 13-18, 2020.

Through the CDBG Program, funding for sewer, water, street improvements, and economic development projects has allowed local governments within the state of Louisiana to address infrastructure issues. These projects improve the quality of life for low and moderate income persons as well as for all their citizens, which would otherwise not be possible without the Program.

To ensure that CDBG stays on the minds of all citizens, I am asking those that have benefited from the CDBG Program to join in promoting the visibility of CDBG in your community. Inform your citizens as well as federal, state, and local officials of the benefits your community has received from the CDBG Program by:

- Creating a fact sheet summarizing your community's CDBG accomplishments (sample attached).
- Proclaiming April 13-18, 2020 as National Community Development Week (sample attached).
- Contacting your local media by sending a press release (sample attached) to your newspaper, television and/or radio stations and neighborhood and ethnic publications (use public service announcements).
- Passing a resolution referencing the benefits of CDBG and the negative impacts which it would cause by funding cuts (sample attached).
- Sending letters to your congressional delegation (sample attached).

- Holding a public event, such as a breakfast, or a ground-breaking or ribbon cutting and discuss the activities and projects that have been accomplished with CDBG funds.
- Posting copies of the proclamation, news releases and letters to your congressional delegation in the town hall and post office.
- Taking pictures of CDBG funded activities for publication and displays.

We ask that you write us and tell us of your community's activities in the National Community Development Week of April 13-18, 2020. If you have any questions, please call me at 225-342-7412.

TW/jm

Attachments

c: Jimmy Martin, Office of Community Development

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

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

**A RESOLUTION PROCLAIMING THE MONTH OF APRIL 2020 AS
FAIR HOUSING MONTH IN ST. JAMES PARISH**

WHEREAS, the 52nd anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans, individually and collectively, to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and

WHEREAS, this law guarantees for each citizen the critical, personal element of freely choosing a home; and

WHEREAS, a fair housing law has been passed by the State of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and

WHEREAS, the department and agencies of the State of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and

WHEREAS, barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.

NOW THEREFORE BE IT RESOLVED, Parish President Pete Dufresne and the St. James Parish Council do hereby proclaim the month of April 2020, as Fair Housing Month in St. James Parish.

And the resolution was declared adopted on this, the 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary

Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



MEMORANDUM

TO: ALL LCDBG RECIPIENTS
FROM: NATRACI M. WATTS, DIRECTOR, LCDBG/LGAP/CWEF PROGRAMS
DATE: FEBRUARY 12, 2020
SUBJECT: FAIR HOUSING MONTH – APRIL 2020

April 15, 2020 marks the fifty-second milestone of the National Fair Housing Law of 1968 that prohibits discrimination in housing and declares a national policy to provide, within constitutional limits, for fair housing in the United States.

The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and should be available for all Americans.

The Fair Housing Law, as amended, states that it is illegal to discriminate against any person because of race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. Blockbusting is also illegal.

Equal Housing Opportunity is the achievement of a condition in which individuals of similar income levels, in the same housing market area, have a like range of housing choices available to them regardless of their race, color, religion, sex, national origin, or because they are physically disabled or have children.

In honor of this event, I am requesting that on this occasion your community adopt a Fair Housing Proclamation similar to the one proposed for adoption by the State of Louisiana (see attachment). Please display your proclamation in a prominent place. You do not need to provide this office with a copy of your proclamation.

As always, we are available to provide technical assistance to support your efforts. We believe that together we can improve and strengthen our efforts and provide constructive changes. With your involvement and leadership, we will show steady and sustained progress throughout our State in promoting Fair Housing and Equal Opportunities for all citizens.

Attachment

c: Jimmy Martin, Office of Community Development

UNITED STATES OF AMERICA

The State of Louisiana

GOVERNOR

John Bel Edwards

PROCLAMATION

WHEREAS, the 52nd Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively – to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and

WHEREAS, this law guarantees for each citizen the critical, personal element of freely choosing a home; and

WHEREAS, a fair housing law has been passed by the State of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and

WHEREAS, the department and agencies of the State of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and

WHEREAS, barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.

NOW, THEREFORE, I, John Bel Edwards, Governor of the State of Louisiana do hereby proclaim the month of April 2020, as

FAIR HOUSING MONTH

in the State of Louisiana.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Louisiana, at the Capitol in the City of Baton Rouge this *(numbered)* day of *(month)* A.D. two thousand twenty.

Attest By
The Governor

John Bel Edwards
Governor of Louisiana

R. Kyle Ardoin
Secretary of State

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

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

A RESOLUTION AUTHORIZING THE ST. JAMES PARISH GOVERNMENT TO PREPARE AND SUBMIT A PRE-APPLICATION TO THE STATEWIDE FLOOD CONTROL PROGRAM FOR ASSISTANCE IN THE IMPLEMENTATION OF A PROJECT FOR THE PURPOSE OF REDUCING EXISTING FLOOD DAMAGES; PROVIDING FOR THE NECESSARY DOCUMENTATION OF SAID FLOOD DAMAGES; AND PROVIDING FOR OTHER RELATED MATTERS IN CONNECTION THEREWITH.

WHEREAS, affected areas within the project area along Highway 3125 throughout St. James Parish have been adversely affected by damages from flood waters; and

WHEREAS, St. James Parish desires to apply for State matching funds pursuant to L.A. R.S. 38:90.1 et. seq., as amended, to implement a project to reduce said flood damages, and that St. James Parish is fully aware of its obligations under said Statute; and

WHEREAS, St. James Parish is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under said Statute,

NOW, THEREFORE, BE IT RESOLVED; by the St. James Parish Council that:

Section 1. That St. James Parish acknowledges that upon approval of the pre-application a formal application will be prepared and submitted to the statewide Flood Control Program.

Section 2. That at the appropriate time and upon approval of funding assistance and prior to commencement of work on the project St. James Parish agrees to execute a Statement of Sponsorship pursuant to said Statute.

Section 3. That Rick Webre, Director of Operations, is hereby designated Authorized Representative for St. James Parish Government to affect the preparation of the pre-application and application to the Statewide Flood Control Program for funding assistance of a flood control project.

Section 4. That said Authorized Representative's responsibilities shall pertain to technical matters only and shall not include any official act on behalf of the St. James Parish Government.

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 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 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 AUTHORIZING THE OFFICE OF THE PARISH PRESIDENT
TO ADVERTISE AND ACCEPT BIDS FOR A SEWER SYSTEM PACKAGE
PLANT IN THE MOLAISON AREA OF SOUTH VACHERIE**

WHEREAS, St. James Parish Council received a grant for installation of sewer lines from Louisiana Community Development Block Grant (LCDBG) in the amount of \$800,000 in which the Parish has completed the first phase of grant requirements;

WHEREAS, the second phase of Louisiana Community Development Block Grant (LCBG) requirement is the construction of a package sewer plant including connection of lines from homes in the Molaison neighborhood in the South Vacherie area;

WHEREAS, the Parish is required to advertise and accept bids for the construction of a sewer package plant to be located in the Molaison South Vacherie area;

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council that the Parish President's Office is hereby authorized and empowered to prepare specifications and to advertise and receive, according to law, competitive bids for the construction of a new sewer system package plant in South Vacherie.

And, the resolution was declared adopted on this, the 29th day April 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 30th day of April 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 AUTHORIZING THE OFFICE OF THE PARISH PRESIDENT TO SEEK AND RECEIVE REQUEST FOR PROPOSALS FOR DEBRIS REMOVAL SERVICES

WHEREAS, St. James Parish is susceptible to natural disasters; and

WHEREAS, Parish resources may become overwhelmed with debris removal; and

WHEREAS, Private resources may be needed to assist in debris removal and lawful disposal;
and

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the Office of the Parish President, is hereby authorized to advertise and accept proposals for debris removal services.

And the resolution was declared adopted on this, the 29th day of April 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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(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 AUTHORIZING THE OFFICE OF THE PARISH
PRESIDENT TO SEEK AND RECEIVE REQUEST FOR PROPOSALS FOR
DEBRIS MONITORING SERVICES**

WHEREAS, St. James Parish is susceptible to natural disasters; and

WHEREAS, Parish resources may become overwhelmed with debris removal; and

WHEREAS, Private, independent monitoring resources may be needed to verify and document debris removal and lawful disposal; and

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the Office of the Parish President, is hereby authorized to advertise and accept proposals for debris monitoring services.

And the resolution was declared adopted on this, the 29th day of April 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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(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 BID OF BUNKER GEAR SPECIALIST
LLC, FOR THE DEPARTMENT OF EMERGENCY PREPAREDNESS**

WHEREAS, the St. James Parish Council did cause the advertisement of and received bids, as prescribed by law, for Structural Firefighting Bunker Gear for the Emergency Preparedness Department; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, upon the recommendation of the Parish President's Office, that the low bid in the amount of \$2,378.00 per set, as submitted by Bunker Gear Specialist, LLC, be and is hereby accepted.

And the resolution was declared adopted on this, the 29th day of April 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 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary

**BID TABULATION FOR
DEPARTMENT OF EMERGENCY PREPAREDNESS
STRUCTURAL FIREFIGHTING BUNKER GEAR
ST. JAMES PARISH, LOUISIANA**

BID DATE: March 30, 2020

TIME: 10:00 A.M.

Company	Representative	Structural Firefighting Bunker Gear	Warranty	Total Bid
Bunker Gear Specialists	None	Bunker Coat & Pants Honeywell Viper Bunker Gear Colors: Khaki, Navy, Yellow, Rust & Gold Helmet Bullard FX Helmet Color: White, Red, Yellow, Black, Blue, Green Orange, Lime-Yellow & Pink Boot: Honeywell 1500 Gloves: Dragon Fire Alpha X2 Hood: Majestic PAC II	Covered by the manufacture	\$2,378.00

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 BID OF FERRARA FIRE APPARAUS
INC. FOR SELF CONTAINED BREATHING APPARATUS FOR THE
PARISH FIRE DEPARTMENTS**

WHEREAS, the St. James Parish Council did cause the advertisement of, and received bids, as prescribed by law, for self-contained breathing apparatus; and

WHEREAS, Ferrara Fire Apparatus Inc. was the only responsible bidder; and,

WHEREAS, the bid received was given due and proper consideration as to specifications:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, upon the recommendation of the Parish President's Office, that the low bid in the amount of \$8,028.00 per unit, as submitted by Ferrara Fire Apparatus Inc., is hereby accepted.

And the resolution was declared adopted on this, the 29th day of April 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 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary

**BID TABULATION FOR
DEPARTMENT OF EMERGENCY PREPAREDNESS
FIRE DEPARTMENT SCBA
ST. JAMES PARISH, LOUISIANA**

BID DATE: March 30, 2020

TIME: 10:00 A.M.

Company	Representative	SCBA	SCBA SPARE CYLINDER	Warranty	Delivery Date	Total Bid
Ferrara Fire, Rev Gourp 27855 James Chapel Rd Holden, LA 70744	Lee Chambers	Scott \$6,923.00	Scott \$1,105.00	Life of the SCBA for workmanship & materials for original owner. Voice communication devices has a 5 year warranty.	90 Days	\$8,028.00

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

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

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH TANGIPAHOA PARISH SCHOOL BOARD FOR POINT-TO-POINT SHELTERING

WHEREAS, natural and man-made disasters could affect the residents of St. James Parish; and

WHEREAS, sheltering may be needed in times of disaster; and,

WHEREAS, Tangipahoa Parish School Board has agreed to assist St. James Parish when needed for shelter is needed,

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, and/or his designee, is hereby authorized and empowered to enter into a Memorandum of Understanding with Tangipahoa Parish School Board for point-to-point sheltering in times of disaster.

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 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ST. JAMES PARISH GOVERNMENT
AND
TANGIPAHOA PARISH SCHOOL BOARD**

This agreement is entered into on the dates set forth herein by and between:

ST. JAMES PARISH, a political subdivision of the State of Louisiana, herein represented by Peter A. Dufresne, President of St. James Parish and,

TANGIPAHOA PARISH SCHOOL BOARD, herein represented by Melissa Martin Stilley, Superintendent; and

WHEREAS, La. R.S. 33:1324 provides parishes or political subdivisions of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and

WHEREAS, St. James Parish Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of St. James Parish and

WHEREAS, St. James Parish Government and Tangipahoa Parish School Board wish to memorialize an arrangement for Tangipahoa Parish School Board to grant shelter to St. James Parish Assisted Evacuees in the event of the mandatory evacuation of the Parish of St. James, and

WHEREAS, St. James Parish and Tangipahoa Parish School Board find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1.

Upon the declaration of an emergency in St. James Parish as a result of a Category 1, 2, 3, 4, or 5 hurricane in the Gulf of Mexico, Tangipahoa Parish School Board (TPSB) grants use of the Amite West Side Middle Magnet School to St. James Parish Department of Emergency Preparedness and Homeland Security as required to address shelter needs of up to a maximum of 362 St. James Parish citizens during and in the aftermath of a hurricane disaster.

2.

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the Tangipahoa Parish School Board Representative and Tangipahoa Parish Office of Emergency Preparedness with a minimum 36-48 hour notice prior to arrival to provide an estimated time of arrival of St. James Parish evacuees and an estimated period of use, which estimate shall be updated weekly.

3.

Tangipahoa Parish School Board shall not assume responsibility for nor be held liable for the expenses involved in providing sheltering of St. James Parish Assisted Evacuees. Security at the shelter(s) will be provided 24/7 with a WebEOC request or an agreement made between the St. James Sheriff's Office and the Tangipahoa Sheriff's Office.

4.

St. James Parish shall be responsible for the installation and provision of adequate facilities including shower and laundry facilities and necessary generators in case of power failure at the option of St. James Parish.

5.

St. James Parish will reimburse the Tangipahoa Parish School Board for any cost incurred related to the opening of Amite Westside Middle Magnet School campus to St. James Parish. Such cost may include, but not limited to school-based administrators, custodians, maintenance staff, utilities, and any facility lease cost.

6.

St. James Parish agrees to vacate the school premises if and when the Tangipahoa School Superintendent determines to reopen our school for educating students. Tangipahoa Parish School Board shall give St. James a notice of 24-48 hours of the intended reopening of schools.

7.

To the fullest extent permitted by law, the St. James Parish shall protect, defend, indemnify, save and hold harmless Tangipahoa Parish School Board, including all Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of St. James Parish, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein

entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by Tangipahoa Parish School Board, all Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of Tangipahoa Parish School Board, all Departments, its elected and appointed officials, Districts, Agencies, Councils, Boards and Commissions, their officers, agents, servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to St. James Parish under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

8.

This Agreement shall be terminated under any or all of the following conditions:

- A. By written mutual agreement and consent of the parties hereto.
- B. By St. James Parish or Tangipahoa Parish School Board as a consequence of the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party by ninety (90) days written notice by St. James Parish or Tangipahoa Parish School Board.
- C. Either entity (St. James Parish or Tangipahoa Parish School Board) may terminate this agreement with stated cause with ninety (90) days written notice.

9.

Tangipahoa Parish School Board shall allow St. James Parish a pre-inspection of the selected shelter to establish its condition prior to occupancy by St. James Parish. St. James Parish shall return the facilities used by St. James Parish to the Tangipahoa Parish School Board in substantially the same condition as it was received by St. James Parish.

10.

St. James Parish shall provide a minimum of \$1 Million Dollars certificate of general liability insurance naming the Tangipahoa Parish School Board as an "additional insured".

11.

This agreement shall remain in effect from the date of execution until December 31, 2023 subject to written amendment upon mutual consent.

Compliance with Laws

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

Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the 21st Judicial District Court, Tangipahoa Parish, Louisiana.

Legal Construction

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

Amendment

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

No Waiver

The failure of St. James Parish or Tangipahoa Parish School Board to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of the day of _____, 2020, in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

ST. JAMES PARISH

BY: _____

PETER A. DUFRESNE
PARISH PRESIDENT

Bert Schmitt
Suzanne Crowe

TANGIPAHOA PARISH SCHOOL BOARD

BY: _____

Melissa M. Stille
MELISSA MARTIN STILLEY
SUPERINTENDENT

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

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

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH TANGIPAHOA PARISH FOR POINT-TO-POINT SHELTERING

WHEREAS, natural and man-made disasters could affect the residents of St. James Parish; and

WHEREAS, sheltering may be needed in times of disaster; and,

WHEREAS, Tangipahoa Parish has agreed to assist St. James Parish when needed for sheltering operations,

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, and/or his designee, is hereby authorized and empowered to enter into a Memorandum of Understanding with Tangipahoa Parish for point-to-point sheltering in times of disaster.

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 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ST. JAMES PARISH GOVERNMENT
AND
TANGIPAHOA PARISH GOVERNMENT'S
OFFICE OF HOMELAND SECURITY AND
EMERGENCY PREPAREDNESS**

This agreement is entered into on the dates set forth herein by and between:

ST. JAMES PARISH, a political subdivision of the State of Louisiana, herein represented by Peter A. Durfresne, President of St. James Parish and,

TANGIPAHOA PARISH, a political subdivision of the State of Louisiana herein represented by Charles "Robby" Miller, President of Tangipahoa Parish; and

WHEREAS, La. R.S. 33:1324 provides parishes or political subdivisions of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and

WHEREAS, St. James Parish Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of St. James Parish and

WHEREAS, St. James Parish Government and Tangipahoa Parish School Board have a Memorandum of Understanding for the use of Amite West Side Middle Magnet School as an emergency shelter in the event of the mandatory evacuation of the Parish of St. James, and

WHEREAS, St. James Parish and Tangipahoa Parish find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1.

Upon the declaration of an emergency in St. James Parish as a result of a Category 1, 2, 3, 4, or 5 hurricane in the Gulf of Mexico, Tangipahoa Parish in cooperation with that Tangipahoa Parish School Board grants use of the Amite West Side Middle Magnet School to St. James Parish Department of Emergency Preparedness and Homeland Security as required to address shelter needs of up to a maximum of 362 St. James Parish citizens during and in the aftermath of a hurricane disaster.

2.

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the Tangipahoa Parish Office of Homeland Security and Emergency Preparedness with a minimum 36-48 hour notice prior to arrival to provide an estimated time of arrival of St. James Parish evacuees and an estimated period of use, which estimate shall be updated weekly. MOU will be made between Tangipahoa Parish School Board and St. James Parish.

3.

Tangipahoa Parish, nor the Tangipahoa Parish School Board shall not assume responsibility for nor be held liable for the expenses involved in providing the use of the Schools. Access to the Schools shall be made available by the Superintendent of Schools who may appoint a designee to unlock and oversee the use of the facility by St. James Parish. St. James Parish shall be informed of the contact person's information. Security at the shelter(s) will be provided 24/7 with a WebEOC request or an agreement made between the St. James Sheriff's Office and the Tangipahoa Sheriff's Office.

4.

St. James Parish shall be responsible for the installation and provision of adequate facilities including shower and laundry facilities and necessary generators in case of power failure at the option of St. James Parish.

5.

To the fullest extent permitted by law, the St. James Parish shall protect, defend, indemnify, save and hold harmless Tangipahoa Parish, including all Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of St. James Parish, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by Tangipahoa Parish, all Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of Tangipahoa Parish, all Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents, servants and employees, including volunteers and,

however, this provision shall not waive any governmental immunity available to St. James Parish under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

6.

This Agreement shall be terminated under any or all of the following conditions:

- A. By written mutual agreement and consent of the parties hereto.
- B. By St. James Parish or Tangipahoa Parish as a consequence of the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party by ninety (90) days written notice by St. James Parish or Tangipahoa Parish.
- C. Either entity (St. James Parish or Tangipahoa Parish) may terminate this agreement with stated cause with ninety (90) days written notice.

7.

Tangipahoa Parish and Tangipahoa Parish School Board shall allow St. James Parish a pre-inspection of the selected shelter to establish its condition prior to occupancy by St. James Parish. St. James Parish shall return the facilities used by St. James Parish to the Tangipahoa Parish School Board in substantially the same condition as it was received by St. James Parish.

8.

Further, Tangipahoa Parish grants St. James Parish the use of Tangipahoa Parish's Animal Evacuation and Sheltering Plans and Procedures to house up to 50 domestic pets belonging to sheltered evacuees. Animal care shall be provided by Tangipahoa Parish Animal Control personnel. If pets are evaluated into Tangipahoa Parish, we St. James Parish will assume responsibility of foods, medication and identification.

9.

St. James Parish shall provide a minimum of \$1 Million Dollars certificate of general liability insurance naming the Tangipahoa Parish School Board as an "additional insured".

10.

This agreement shall remain in effect from the date of execution until December 31, 2023 subject to written amendment upon mutual consent.

Compliance with Laws

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

Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the 21st Judicial District Court, Tangipahoa Parish, Louisiana.

Legal Construction

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

Amendment

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

No Waiver

The failure of St. James Parish or Tangipahoa Parish to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of the day of _____, 2020, in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

Ronde P. Hurbon

[Signature]

ST. JAMES PARISH

BY: _____
PETER A. DUFRESNE
PARISH PRESIDENT

TANGIPAHOA PARISH GOVERNMENT

BY: *[Signature]*

CHARLES "ROBBY" MILLER, JR.
PARISH PRESIDENT

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

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

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT
TO SIGN A CONTRACT WITH DIAZ LAWN MAINTENANCE FOR LAWN
CARE**

WHEREAS, North Vacherie Fire Department wishes to contract with Diaz Lawn Maintenance for lawn care; and,

WHEREAS, the governing Board of the North Vacherie Fire Department has recommended approval of the terms and conditions within the attached scope of work 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 Diaz Lawn Maintenance.

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 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary

**MASTER CONTRACT
for
PROFESSIONAL SERVICES**

BE IT KNOWN that on this 29th day of April, 2020,

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

And

Diaz Lawn Maintenance qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

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

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

1. SCOPE OF SERVICES

- A. The Scope of services to be provided by the Provider may be entered as a scope document, Task Order, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as Exhibit A and made a part hereof as if written herein in full. All work shall be under the direction of Eric Deroche, hereinafter called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.
- B. The compensation to the Provider for these services shall not exceed **\$10,000.00**

2. TERM OF CONTRACT

- A. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.

B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of two (2) year, beginning on April 29, 2020.

B. This Professional Services Contract shall terminate as follows:

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

3. DOCUMENTS

A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.

B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The Provider shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.

C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.

D. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the Provider but shall remain the property of the Owner to the extent the Owner has a property interest therein.

E. Notwithstanding any Section hereinafter, there will be retention of all related records:

- (1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish,

at Provider's expense, at termination or expiration of this contract.

- (2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.
 - (3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
 - (4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
 - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.
 - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.
- F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.
- H. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.
- I. All data used in preparing and as a result of analysis performed for the purpose of this contract shall be submitted to the Parish as a final deliverable upon completion. The format shall be on media of USB flash drive or DVD. All drawing data shall be provided in formats applicable to the profession. GIS data shall be provided in Shapefiles. Engineering and Architecture plans shall be provided in AutoCAD.

Collected data shall be in excel. The Parish reserves the right to request the data in a separate format upon the need arise due to software compatibilities. Final payment of the contract will be withheld until the electronic files are provided.

4. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Owner. The Scope shall set out the payment schedule.

A. IF ON AN HOURLY BASIS:

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

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

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

B. IF ON A LUMP SUM BASIS

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, the Parish

shall pay the Provider a basic lump sum fee as negotiated and agreed upon by both parties in the Scope.

5. NON-ASSIGNABILITY

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

6. BUDGET LIMITATION

A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.

B. It is the responsibility of the Provider to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.

C. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. INSURANCE

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of St. James, in writing, on all of the required coverage provided to St. James Parish. Where possible, all policies and notices should name the Provider and Parish. The Parish may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
1. The Provider's insurers will have no right of recovery or subrogation against the Parish of St. James, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.
 3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.
- C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of St. James by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.
1. Workers compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
 2. Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations;

- b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion, collapse and underground coverage. Not needed for design
3. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
- a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements.
5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
6. All policies of insurance shall meet the requirements of the Parish of St. James prior to the commencing of any work. The Parish of St. James has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. James, the Provider shall promptly obtain a new policy, timely submit same to the Parish of St. James for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

7. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of St. James, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
 8. **WAIVER:** Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. James on an annual basis or as may be reasonably requested.

8. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The Provider shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. James.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding St. James Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.
- C. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or

penalties asserted or alleged by any person, party, entity, firm, for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the negligent conduct of the Provider.

- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and Provider.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.
- G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.
- H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective parties.

- J. **Third Party Beneficiary:** it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. **Severability:** if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "Parish" and "the Parish of St. James" may be used interchangeably.
- O. **Conflict of Interest:** it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. Provider agrees to ensure that its personnel are, at all times, educated and trained,

and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.

- S. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the negligent actions or negligent omissions to act of the Provider, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the negligent action or negligent omission to act of the Provider.
- U. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on-site & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & authorized costs generated under the terms of this agreement.

9. TERMINATION AND SUSPENSION

A. Termination for Cause

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

determined by the Parish.

B. Termination for Convenience

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

C. Right to Cancel

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

D. Additional Causes for Termination or suspension:

1. By mutual agreement and consent of the parties hereto.
2. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
4. In the event of the abandonment of the project by the Parish.
5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.

E. Upon termination, the Provider shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

F. Upon termination, the Provider shall deliver to the Parish all original documents,

notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.

- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- J. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUDITORS

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

court costs, and any other reasonably related expenses with such litigation.

11. DISCRIMINATION CLAUSE

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

12. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus

received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.

- C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.
- E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.
- F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

13. NOTICES

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

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

Provider:

14. AUTHORITY TO ENTER CONTRACT

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

authorizing the undersigned to enter and sign this agreement in the event that Provider is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

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

WITNESSES

Title: Parish President
St. James Parish Government
Date: _____

WITNESSES

Title: _____
Name: _____
Date: _____

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

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

A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN A SERVICE AGREEMENT WITH HOMELAND SAFETY SYSTEMS FOR A CAMERA SYSTEM IN THE PARISH JAIL

WHEREAS, St. James Parish is responsible for the security camera system; and,

WHEREAS, Homeland Safety System has installed and maintained the camera system; and,

WHEREAS, St. James Parish desires to enter into a one (1) year Service Agreement at a cost of \$18,215.74 with Homeland Safety System; and,

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council, to sign and execute an service agreement between St. James Parish and Homeland Safety System pursuant to the terms and conditions set forth therein.

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 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary



St. James Parish Jail
ATTN: Francis Hymel / Lt. Anthony Joseph

The one-year Service Agreement for **St. James Parish Jail** for the IP cameras, LPR, and MTI Integration **expired on January 1, 2020**. The cost for the service agreement for January 1, 2020 – January 1, 2021 will be \$18,215.74. This includes the pro-rated rates for the installations that expire in November 2020. The cost of the service agreement will increase as there are new additions to cover the cost of them.

This agreement will extend the Manufacturer's Warranty period for one year from the period listed above. A one-year renewal will be offered before the current agreement expires January 1. This is a one-time offer and will not be offered again once declined. This **coverage includes** all parts, labor, and equipment installed by Homeland Safety Systems, Inc. including any defects in materials or workmanship related to the installations as referenced. However, this Service Agreement will **NOT** cover intentional and/or system manipulation by anyone other than a Homeland Safety Systems, Inc. certified technician, vandalism done to the DVR or camera(s), or Acts of God such as lightning strikes, forces of nature, etc. Any prior existing equipment that Homeland Safety Systems, Inc. integrated into the new installation of Homeland Safety Systems, Inc. equipment is specifically excluded

Upon receipt of a service request, a brief telephone troubleshooting with the end-user requesting service will be conducted to determine the possible cause of the error. If the installation has remote access, a member of the service team will attempt to correct the error via remote access after the telephone conversation. If the problem has not been resolved via one of the two above referenced means, a technician will be dispatched, with a typical response time of less than 24 hours. Please be advised however that schools in session and prison installations are given precedent over all other installations for response time.

Any equipment determined to be damaged or defective will be repaired on-site, or provided advance replacement service, with costs for transport provided FOB Destination (our truck is responsible for shipping to and from your location). Equipment damaged due to the above listing of equipment not covered by this Service Contract will be advanced replaced upon receipt of authorization from your Purchasing Department.

Should a Scope of Work and/or Share of Responsibilities document exist between you and Homeland Safety Systems, Inc. for any of the referenced installations, specific clauses and terms notated in such shall take precedent over any specific terms reference herein

Please indicate below if you choose to Accept or Not Accept the Service Agreement as stated, then sign and return this letter to Homeland Safety Systems, Inc. Once we receive the Accepted letter, we will send an invoice for the current due amount.

Check one: _____ Accept _____ NOT Accept

Authorized Signature: _____ Date: _____

CORPORATE OFFICE: 724 W. 61ST ST. SHREVEPORT, LA 71106 • 888.909.2261 • 318.221.8062
[HTTP://WWW.HOMELANDSAFETYSYSTEMS.COM](http://www.homelandsafetysystems.com) • INFO@HOMELANDSAFETYSYSTEMS.COM



Installations	Job Total	Expiration	Pro-Rate	Total
IP Cameras and LPR	\$165,344.38	1/1/2020	12	\$16,534.44
MTI Integration	\$7,760.00	1/1/2020	12	\$776.00
2 Fiber Glass Boxes w/PTZ	\$5,892.98	11/1/2020	2	\$98.22
MTI Upgrades	\$48,424.62	11/1/2020	2	\$807.08
	\$227,421.98		2020 Total	\$18,215.74
			Full Year Total	\$22,742.20

CORPORATE OFFICE: 724 W. 61ST ST. SHREVEPORT, LA 71106 • 888.909.2261 • 318.221.8062
[HTTP://WWW.HOMELANDSAFETYSYSTEMS.COM](http://www.homelandsafetysystems.com) • INFO@HOMELANDSAFETYSYSTEMS.COM

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

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

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT
TO SIGN AND EXECUTE A CONTRACT WITH HIGH TIDE
CONSULTANTS, L.L.C TO PROVIDE ENGINEERING, CONSULTING,
AND PROJECT MANAGEMENT SERVICES**

WHEREAS, St. James Parish desires to enter into a professional services contract with High Tide Consultants, L.L.C. to provide engineering, consulting, project management, and other contract services;

WHEREAS, Scott M. Poirrier, Principal, will lead the review efforts and serve as the primary advisor to the Parish;

WHEREAS, this work will be performed on a Task Order basis, as determined by the Parish Administration;

WHEREAS, High Tide Consultants, L.L.C. is being contracted for a term of one year and shall be paid on an hourly basis for consulting and project management work and shall be paid at a rate not to exceed the state fee schedule for any design projects tasked. The total value of this contract shall not exceed \$50,000.00.

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 Council to execute a contract between St. James Parish and High Tide Consultants, L.L.C. to provide engineering, consulting, project management, and other contract services in accordance with the terms of this resolution.

And the resolution was declared adopted on this, the 29th day of April 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 29th day of April 2020.

Signed at Vacherie, Louisiana, this 30th day of April 2020.

(S E A L)

Linda Hubbell
Secretary



**HIGH TIDE CONSULTANTS, LLC (HTC)
RATE SHEET
Effective Date 1/1/20**

Principal	\$150.00/hour
Project Manager.....	\$120.00/hour - \$140.00/hour
Project Engineer	\$100.00/hour - \$120.00/hour
CADD Designer	\$85.00/hour - \$100.00/hour
CADD Technician	\$70.00/hour - \$85.00/hour
Project Representative.....	\$70.00/hour - \$85.00/hour
Administrative Assistant.....	\$60.00/hour - \$75.00/hour

Reimbursable Items

Vehicle Travel for Projects.....	\$0.58 per mile
Transportation, Lodging, and Meals.....	Cost
Printing Cost	
Bond	\$0.25/sf
Vellum	\$0.65/sf
Mylar	\$1.90/sf
Color Bond.....	\$6.50/sf
Color Photo.....	\$11.00/sf
Photographs, Telecopier, Shipping, and Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal or PE	Rate x 1.5
Subconsultant Services.....	Cost + 15%

***Rates are subject to change. HTC reserves the right to change the rate sheet periodically. If HTC is being compensated based on an hourly agreement, HTC will bill the client based on the new rates established on the modified rate sheet.**

Client's Initials _____

700 CANAL BOULEVARD
THIBODAUX, LA 70301

P 985.859.8994

www.hightidela.com

**MASTER CONTRACT
for
PROFESSIONAL SERVICES**

BE IT KNOWN that on this ____ day of _____, 2020,

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

And

High Tide Consultants, LLC qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

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

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

1. SCOPE OF SERVICES

- A. The Scope of services to be provided by the Provider will be defined through issued Task Orders signed by both parties to this contract. The Scope of work to be performed for each issued Task Order shall be attached as Exhibit A to said Order and made a part hereof as if written herein in full. All work shall be under the direction of Rick Weber, Director of Operations, hereinafter called the **PROJECT MANAGER**, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

The compensation to the Provider for these services shall be paid on an hourly basis for consulting and project management work (as defined on the Rate Sheet attached to this contract) and shall be paid at a rate not to exceed the state fee schedule for any design projects tasked. The compensation for each task shall be negotiated prior to the issuance of said Task Order. The total value of this contract shall not exceed \$50,000.00.

2. TERM OF CONTRACT

- A. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to

another specified date.

B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) year, beginning on _____, 2020.

B. This Professional Services Contract shall terminate as follows:

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

3. DOCUMENTS

A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.

B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The Provider shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.

C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.

D. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the Provider but shall remain the property of the Owner to the extent the Owner has a property interest therein.

E. Notwithstanding any Section hereinafter, there will be retention of all related records:

- (1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish,

at Provider's expense, at termination or expiration of this contract.

- (2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.
 - (3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
 - (4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
 - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.
 - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.
- F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.
- H. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.
- I. All data used in preparing and as a result of analysis performed for the purpose of this contract shall be submitted to the Parish as a final deliverable upon completion. The format shall be on media of USB flash drive or DVD. All drawing data shall be provided in formats applicable to the profession. GIS data shall be provided in Shapefiles. Engineering and Architecture plans shall be provided in AutoCAD. Collected data shall be in excel. The Parish reserves the right to request the data in a separate format upon the need arise due to software compatibilities. Final payment of

the contract will be withheld until the electronic files are provided.

4. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Owner. The Scope shall set out the payment schedule.

A. IF ON AN HOURLY BASIS:

1. Notwithstanding any section herein or the Scope, all invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their classifications and a detailed description of the work performed. Where there is payment based upon an hourly rate for all services outlined in each task of work, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, a written & detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.
2. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than \$.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.
3. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.
4. Invoices for services shall be submitted by Provider to the FINANCE DEPARTMENT for review and approval:
St. James Parish Government
P.O. Box 106
Convent, LA 70723
 - a. All invoices must describe the Parish Project.
 - b. All billings by Provider for services rendered shall be submitted in

writing.

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

B. IF ON A LUMP SUM BASIS

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

5. NON-ASSIGNABILITY

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

6. BUDGET LIMITATION

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

7. INSURANCE

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of St. James, in writing, on all of the required coverage provided to St. James Parish. Where

possible, all policies and notices should name the Provider and Parish. The Parish may examine the policies at any time.

B. All policies and certificates of insurance shall contain the following clauses:

1. The Provider's insurers will have no right of recovery or subrogation against the Parish of St. James, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.
3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.
4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.

C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of St. James by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.

1. Workers compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion, collapse and underground coverage. Not needed for design
3. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per Occurrence for bodily injury and property damage, unless

otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

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

insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.

- D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. James on an annual basis or as may be reasonably requested.

8. OTHER TERMS AND CONDITIONS

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

- E. This agreement represents the entire Agreement between Parish and Provider.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.
- G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.
- H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item,

and to this end the provisions or items of this contract are hereby declared severable.

- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "Parish" and "the Parish of St. James" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.
- S. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the negligent actions or negligent omissions to act of the Provider, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the negligent action or negligent omission to act of the Provider.

- U. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on-site & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & authorized costs generated under the terms of this agreement.

9. TERMINATION AND SUSPENSION

A. Termination for Cause

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

B. Termination for Convenience

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

C. Right to Cancel

- (1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which

funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

- D. Additional Causes for Termination or suspension:
1. By mutual agreement and consent of the parties hereto.
 2. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
 3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
 4. In the event of the abandonment of the project by the Parish.
 5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.
- E. Upon termination, the Provider shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.
- F. Upon termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.
- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- J. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this

contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUDITORS

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

11. DISCRIMINATION CLAUSE

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

disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

12. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.
- C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.
- E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.
- F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

13. NOTICES

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

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

Provider: Hide Tide Consultants, LLC
700 Canal Boulevard
Thibodaux, LA 70301

14. AUTHORITY TO ENTER CONTRACT

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

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

WITNESSES

Title: Parish President
St. James Parish Government
Date: _____

WITNESSES

Title: Principal
Scott Poirrier, PE
Date: _____