



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

June 9, 2020

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, June 10, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse in Convent.

Prior to the meeting at 6:15 p.m. there will be a public hearing on **Proposed Ordinance 20-06, An ordinance changing the location of the polling place for Precinct 4, Precinct 5, and Precinct 6.**

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
Parish Courthouse – 5800 Hwy 44, Convent, LA
WEDNESDAY, JUNE 10, 2020

Based on the Public Health Renewal of State of Emergency in Proclamation Number 52 JBE 2020 and prior Proclamations made by the Governor of Louisiana regarding COVID-19 and the Proclamation of Health Emergency issued by the Parish President, 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 at its regularly scheduled time(s) in the Council Chambers in **Convent, Louisiana**, until further notice. Said Council meetings are being held in Convent due to the larger size of its chamber and its greater capacity for members of the public to be present. The current Orders of the Governor limits the capacity allowed in certain public buildings at this time. Members of the public will be allowed to attend and participate in the meeting. If capacity in the chambers is reached, members of the public are asked to dial into the teleconference at (605) 468-8035 and enter Participant Code- 10249431. You will be allowed to comment either in person or via teleconference during the Public Comment item of the agenda on any matter requiring a vote of the Council.

6:15 P.M.– PUBLIC HEARING

1. Proposed Ordinance 20-06, An ordinance changing the location of the polling place for Precinct 4, Precinct 5, and Precinct 6 (Dufresne)
2. Adjourn Pubic Hearing

6:15 P.M.– REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the May 27, 2020 regular meeting minutes

IV. FINANCE DEPARTMENT MONTHLY REPORT

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

V. PRESIDENT’S REPORT

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

VII. PRESENTATION - None

VIII. CORRESPONDENCE RECEIVED - None

IX. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Resolution reappointing Lameka T. Williams to the St. James Parish Housing Authority Board (Etienne-Steib)
2. Resolution reappointing Harry Joseph as a District 5 Representative to the St. James Parish Economic Development Board (Cooper)
3. Resolution affirming appointments to the Keep St. James Parish Beautiful Board (Nash)
4. Resolution appointing Jeremy Catoire to the St. James Parish Economic Development Board (Bland)

X. OLD BUSINESS

1. Action on Ordinance 20-06, An ordinance changing the location of the polling place for Precinct 4, Precinct 5, and Precinct 6 (Dufresne)

XI. NEW BUSINESS

1. Resolution to approve disbursement of payroll for the June 12, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution commending Mr. C. J. Brack for his 20 years of service to the Parish as a member of the St. James Parish Coastal Zone Advisory Board (Amato)
4. Resolution authorizing the St. James Parish President to enter into a contract with Spradley & Spradley, Inc. to provide legislative and regulatory consulting services (Dufresne)
5. Resolution designating the *News Examiner-Enterprise* as the official journal of the St. James Parish Council for the Fiscal Year 2020-2021 (St. Pierre)

6. Resolution authorizing the St. James Parish Council to enter into Investment Contract with Meeder Investment Management to manage and invest the Parish's assets and terminate agreement with Reliant Investment Management L.L.C. (Dufresne)
7. Resolution authorizing the St. James Parish President to sign an agreement with Entergy Louisiana, L.L.C. for the use of Parish property as a temporary Emergency Restoration Staging Area (Dufresne)
8. Resolution authorizing the St. James Parish President to sign and execute a contract with Heritage Crystal Clean, LLC for recycling used cooking oil (Dufresne)
9. Resolution authoring the St. James Parish President to sign and execute a contract with T. Baker Smith, L.L.C. to provide professional services (Dufresne)
10. Introduction of Proposed Ordinance, An Ordinance setting and designating the adopted property tax millage for the Year 2020 levied on all taxable property within the Parish of St. James, State of Louisiana (Dufresne)
11. Update and discussion on path forward for Eastbank Indoor Basketball Facility (Amato)

XII. COUNCIL MEMBER'S REPORT

XIII. DIRECTOR'S REPORT

XIV. 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 _____
seconded by Councilman _____:

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

**A RESOLUTION REAPPOINTING LAMEKA T. WILLIAMS
TO THE ST. JAMES PARISH HOUSING AUTHORITY BOARD**

WHEREAS, R. S. 40:401-402 states in part that the Parish Housing Authority shall be composed of five (5) commissioners appointed by the Parish Council; and,

WHEREAS, the term of Lameka T. Williams, a member of the Housing Authority Board, has expired; and,

WHEREAS, it is the wishes of the St. James Parish Council that Lameka T. Williams, be reappointed:

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Lameka T. Williams, 1559 Magnolia Heights, Vacherie, LA 70090, is hereby appointed to serve as a member of the St. James Parish Housing Authority Board, for a term expiring December 1, 2023.

And, the resolution was declared adopted on this, the 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

A RESOLUTION REAPPOINTING HARRY JOSEPH AS A DISTRICT 5 REPRESENTATIVE TO THE ST. JAMES PARISH ECONOMIC DEVELOPMENT BOARD

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

WHEREAS, the term of Mr. Joseph will expire in June 2020; and,

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that pursuant to Section 2 of said ordinance, Harry Joseph, 10627 Hwy 18, St. James, Louisiana 70086, be and he is hereby reappointed to the St. James Parish Economic Development Board as a Representative of District 5, for a term expiring in June 2023.

And the resolution was declared adopted on this, the 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION AFFIRMING APPOINTMENTS TO THE KEEP ST.
JAMES PARISH BEAUTIFUL BOARD**

BE IT RESOLVED, by the St. James Parish Council, that the appointments of the following named members to the Keep St. James Parish Beautiful Board are hereby affirmed:

District 7 – Ben Rodrigue, 19613 Hwy 643, Vacherie, LA 70090
District 7 – Amber Shepard, 13302 Fern Street, Vacherie, LA 70090

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

And, the resolution was declared adopted on this, the 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

A RESOLUTION AFFIRMING THE APPOINTMENT OF JEREMY CATOIRE TO THE ST. JAMES PARISH ECONOMIC DEVELOPMENT BOARD

BE IT RESOLVED, by the St. James Parish Council, that the appointment of the following named member to the St. James Parish Economic Development Board is hereby affirmed:

District 4 Representative – Jeremy Catoire 3261 Effie Road Hester, LA 70743

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

And the resolution was declared adopted on this, the 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

The following ordinance which was previously introduced at a regular meeting held on May 27, 2020, a summary thereof having been published in the official journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage on a motion offered by Councilman _____ and seconded by Councilman _____:

ORDINANCE 20-06
ST. JAMES PARISH COUNCIL

**AN ORDINANCE CHANGING THE LOCATION OF THE POLLING PLACE
FOR PRECINCT 4, PRECINCT 5 AND PRECINCT 6**

WHEREAS, in accordance with applicable Louisiana Revised Statutes and guidance set forth by the Louisiana Secretary of State, the governing authority of St. James Parish must establish a new polling location which is not located within a senior center;

WHEREAS, Precincts 4, 5 and 6 currently vote at the Lutcher Senior Center polling location;

WHEREAS, to provide safe and easy accessible polling places for all citizens, the Council is required to establish polling places in accordance with federal and state laws;

WHEREAS, St. James Parish Government, along with coordination with the St. James Parish Clerk of Court and the St. James Parish Registrar of Voters, hereby through ordinance based upon the COVID-19 emergency hereby declares its intent to relocate the polling location for Precincts 4, 5 and 6 to the St. James Parish Voting Machine Warehouse located at 1611 Lutcher Avenue, Lutcher LA 70071;

WHEREAS, the voters of Precincts 4, 5 and 6 shall be notified of the new polling location by all reasonable means; and

WHEREAS, this change in polling location will become effective for the **July 11, 2020 and August 15, 2020 elections; and**

NOW, THEREFORE, THE ST. JAMES PARISH COUNCIL HEREBY ORDAINS that the polling place for Precincts 4, 5 and 6 be and is hereby changed to the St. James Parish Voting Machine Warehouse located at 1611 Lutcher Avenue, Lutcher LA 70071.

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

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And, the ordinance was declared adopted on this, the 10th day of June 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 an ordinance adopted by the St. James Parish Council in regular meeting held on the 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE
JUNE 12, 2020 PAYROLL**

WHEREAS, the employee payroll is June 12., 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 June 12, 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 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 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, June 11, 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 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

**A RESOLUTION COMMENDING MR. C. J. BRACK FOR HIS 20 YEARS
OF SERVICE TO THE PARISH AS A MEMBER OF THE ST. JAMES
PARISH COASTAL ZONE ADVISORY BOARD**

WHEREAS, Mr. C. J. Brack, a member of the St. James Parish Coastal Zone Advisory Board, has decided to resign; and,

WHEREAS, Mr. C. J. Brack replaced Mr. Charlie Duhe and was appointed as the District 2 representative by Councilman Timmy Roussel in January of 2000; and,

WHEREAS, Mr. C. J. Brack was reappointed to serve as the District 2 representative by the current Councilman Jason Amato in January of 2008; and,

WHEREAS, Mr. C. J. Brack has rendered services and performed his duties faithfully to the Parish Council and the people of St. James Parish as a dedicated member of the St. James Parish Coastal Zone Advisory Board for 20 years; and,

WHEREAS, Mr. C. J. Brack has provided immeasurable knowledge and insight into the protection of our wetlands and the environment as a member of the Parish Coastal Zone Advisory Board:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Mr. C. J. Brack is hereby publicly commended for his many years of dedicated service to the St. James Parish Council and Coastal Zone Advisory Board.

On a motion by Councilman _____ and seconded by Councilman _____, the foregoing resolution was unanimously adopted by the St. James Parish Council in legal and regular session on the 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 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 ST. JAMES PARISH PRESIDENT TO ENTER INTO A CONTRACT WITH SPRADLEY & SPRADLEY, INC. TO PROVIDE LEGISLATIVE AND REGULATORY CONSULTING SERVICES

WHEREAS, the members of the St. James Parish Council agree that the services received from a Legislative Consultant can benefit the Parish; and,

WHEREAS, St. James Parish wishes to sign a 1-year contract with Spradley & Spradley Inc. at a cost of \$5,000 per month.

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 execute a contract between St. James Parish President and Spradley & Spradley, Inc. to provide legislative and regulatory consulting services.

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

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

And the resolution was declared adopted on this, the 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

SPRADLEY & SPRADLEY, INCORPORATED

A GOVERNMENTAL AFFAIRS CONSULTING FIRM

P.O. BOX 85125 • BATON ROUGE, LOUISIANA 70884

TELEPHONE (225) 766-1359 • FAX (225) 769-5261 • www.spradleyandspradley.com

CONSULTING AGREEMENT

This Agreement is effective on June 10, 2020, between Spradley & Spradley, Inc. (consultant) and St. James Parish (client) through June 9, 2021, and can be renewed for another year by action of the Council.

I

Consultant hereby agrees to represent client to provide legislative and regulatory consulting services on a non-exclusive basis for client. The Consultant shall not be responsible for representation on any issues related to Industrial Tax Exemption Program (ITEP).

II

In consideration for such services, the client agrees to pay consultant \$5,000.00 per month on the first of the month upon execution of this agreement, and to remit said fee on a pro rata basis for partial months thereof. Expenses shall be pre-approved according to the policies set by Client.

III

Either party shall have the option to cancel the Agreement with or without cause with 30 days written notice to the other party or by mutual consent at any time.

IV

During the term of the Agreement, consultant agrees not to enter into any relationship or employment that would result in a conflict of interest with the client. It is expressly understood that consultant shall serve as an independent contractor of the client.

V

This agreement shall supersede all other agreements between the parties.

In Witness Whereof, the parties hereto have executed this Agreement as of this day,
June ____, 2020.

St. James Parish

Spradley & Spradley, Inc.

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

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

**A RESOLUTION DESIGNATING THE *NEWS EXAMINER-ENTERPRISE* AS
THE OFFICIAL JOURNAL OF THE ST. JAMES PARISH COUNCIL FOR
FISCAL YEAR 2020-2021**

WHEREAS, Louisiana Revised Statute 43:141-A states in part that a governing body shall select an official journal on a yearly basis for a term of not less than one year; and

WHEREAS, the term of *The NEWS EXAMINER-ENTERPRISE*, Litcher, Louisiana, as official journal will expire on June 30, 2020, thereby necessitating its re-designation or naming a new official journal:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the *NEWS EXAMINER-ENTERPRISE*, a weekly journal of general circulation in the Parish of St. James, located in Litcher, Louisiana, is hereby designated official journal of the St. James Parish Council for the period July 1, 2020 to June 30, 2021.

And the resolution was declared adopted on this, 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 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 ST. JAMES PARISH COUNCIL TO ENTER INTO INVESTMENT CONTRACT WITH MEEDER INVESTMENT MANAGEMENT TO MANAGE AND INVEST THE PARISH'S ASSETS AND TERMINATE AGREEMENT WITH RELIANT INVESTMENT MANAGEMENT LLC.

WHEREAS, St James Parish Council, currently has an investment policy allowing the selection of an investment manager to manage and invest the Parish's assets,

WHEREAS, St James Parish Council seeks to invest idle funds according to the investment policy,

WHEREAS, St James Parish Council currently has Reliant Investment Management, LLC managing its assets,

WHEREAS, St James Parish Council seeks to change investment managers,

WHEREAS, St James Parish Council seeks to hire Meeder Investment Management to manage the Parish's assets according to the following annual fee schedule:

Operating funds

Assets Under Management	Annual Fee
Up to \$ 25,000,000	0.15%
\$25,000,000 - \$ 50,000,000	0.13%
\$50,000,000 - \$ 100,000,000	0.09%
Over \$ 100,000,000	0.06%

Project Funds

Assets Under Management	Annual Fee
First \$ 50 million	0.09%
Over \$ 50 million	0.06%

THEREFORE, BE IT RESOLVED, that the St. James Parish Council hereby approved and adopted this resolution authorizing St James Parish President Peter Dufresne to sign a contract with Meeder Investment Management to manage the Parish's assets effective upon the first day after the termination date of the contract with Reliant Investment Management, L.L.C. and further authorizes the St. James Parish administration to give 30-day termination notice to Reliant Investment Management, L.L.C.

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 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement (“Agreement”) is effective as of the date executed by and between Meeder Public Funds, Inc. (“Meeder”), its applicable affiliates, and the undersigned account owner (“Client”).

1. **Investment Management Services.** Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement (“Account”). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian (“Custodian”). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions.** Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client’s responsibility to inform Meeder in writing of any changes or modifications to the Investment Guidelines, which shall be given ten days in advance of any such change.

6. **Brokerage.** Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder’s primary consideration will be the broker’s ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation.** Meeder may aggregate trades for multiple clients when, in the adviser’s judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Solicitor Arrangements.** Meeder accepts Clients referred through unaffiliated introducing advisors ("Solicitors") and Meeder Public Funds, Inc. may pay a referral fee directly or through its affiliate, Meeder Advisory Services, Inc., in connection with Client's Account. Each Client who is introduced to Meeder by a Solicitor will acknowledge the amount of the referral fee in a separate Written Disclosure Statement.

10. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third-parties for opening, administering or advising certain financial products offered to advisory clients, including STAR Ohio and STAR Plus. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

11. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

12. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2, and other general communications.

13. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

14. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

15. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

16. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

17. **Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

18. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to

act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

19. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

20. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

21. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any conflict or choice of law provisions of that State.

22. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

23. **Affiliates.** To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

ST. JAMES PARISH

BY _____

TITLE _____

SIGNATURE _____

DATE _____

Meeder Public Funds

Schedule of Fees

As of January 2020

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

Operating Funds	
Assets Under Management	Annual Advisory Fee
Up to \$25,000,000	0.15%
\$25,000,000 - \$50,000,000	0.12%
\$50,000,000 - \$100,000,000	0.09%
Over \$100,000,000	0.06%

Project Funds	
Assets Under Management	Annual Advisory Fee
First \$50 million	0.09%
Over \$50 million	0.06%

Investment advisory fees are subject to minimum fee of \$5,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients who utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01%. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian at any time and upon 30 days' notice in writing of the change to Client.

Solicitor's Written Disclosure Statement

Meeder Public Funds

The investment advisory or brokerage firm and representative listed below ("Solicitor") currently serves as an unaffiliated solicitor of Meeder Public Funds, Inc., and its affiliated investment adviser, Meeder Advisory Services, Inc. (collectively "Meeder"), and is compensated by Meeder Advisory Services, Inc. for referring clients to Meeder. Solicitor is not an employee or investment adviser representative of Meeder and is not authorized to provide investment advice or manage investments on Meeder's behalf.

Firm: Detillier Financial Advisors, LLC/Lincoln Investment

Solicitor Name: Jody Detillier

In the event Client engages Meeder to provide investment advisory services as a result of the Solicitor's referral, the Solicitor will be eligible to receive an annual referral fee representing a portion of the investment advisory fee for Client's account. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule. The referral fee is paid solely from Meeder's standard investment advisory fee and shall not result in any additional charge to Client.

Solicitation Fees	
Assets Under Management	Annual Solicitation Fee
Up to \$25,000,000	0.05%
\$25,000,000 - \$50,000,000	0.04%
\$50,000,000 - \$100,000,000	0.03%
Over \$100,000,000	0.02%

Project Funds Solicitation Fees	
Assets Under Management	Annual Advisory Fee
First \$50 million	0.03%
Over \$50 million	0.02%

Client hereby acknowledges receipt of this Written Disclosure Statement and of the most recent Form ADV Part 2A Brochure or Appendix applicable to the Meeder investment advisory services referred to Client by Solicitor. Client further acknowledges that Solicitor may be responsible for: (a) assisting Client in determining whether Meeder services are suitable and appropriate for Client's investment needs; (b) undertaking any tasks related to paperwork necessary to open Client's Meeder account; (c) forwarding any written instructions from Client to Meeder; and (d) providing periodic review of Client's Meeder account. For this purpose, Client authorizes Meeder to provide Solicitor with access to statements and other account-information related to the Account.

ST. JAMES PARISH

BY _____

TITLE _____

SIGNATURE _____

DATE _____

Custody Fee Schedule

For Clients of Meeder Investment Management

CUSTODIAL SERVICES

FEE: 1 BPS ON MARKET VALUE

- | | |
|---|---|
| <ul style="list-style-type: none">■ Safekeeping of assets■ Transaction settlement■ Cash Management (all cash swept daily)■ Online account access■ Consolidated accounting & reporting | <ul style="list-style-type: none">■ Income Collection■ Corporate Action Processing■ Proxy distribution■ Asset Valuation■ Class Action Proceeds collection |
|---|---|

TRANSACTION PROCESSING

- | | |
|--|--|
| <ul style="list-style-type: none">■ Purchases/Sales/Principal Paydowns■ Physical Trades■ Mutual Funds Transactions■ Security Holding Fees■ Cash receipts and disbursements | <ul style="list-style-type: none">■ Included■ Included■ Included■ Included■ Included |
|--|--|

SERVICE AND FEE ASSUMPTIONS

- Custody Fees are charged to the account monthly
- U.S. Bank does not have investment management responsibility
- Fee schedule assumes exclusive use of U.S. Bank approved products for the investment of short term cash.
- This fee schedule pertains to domestic securities. International securities priced separately

Account Name _____

Client Signature _____ Date _____

All of  serving you™



U.S. Bank reserves the right to adjust the fees quoted in this fee schedule should any of the information and assumptions used to generate these fees change prior to the conversation of the account to U.S. Bank.

Solicitor's Written Disclosure Statement

Meeder Public Funds

The investment advisory or brokerage firm and representative listed below ("Solicitor") currently serves as an unaffiliated solicitor of Meeder Public Funds, Inc., and its affiliated investment adviser, Meeder Advisory Services, Inc. (collectively "Meeder"), and is compensated by Meeder Advisory Services, Inc. for referring clients to Meeder. Solicitor is not an employee or investment adviser representative of Meeder and is not authorized to provide investment advice or manage investments on Meeder's behalf.

Firm: DETILLIER FINANCIAL ADVISORS, LLC/LINCOLN INVESTMENT

Solicitor Name: JODY DETILLIER

In the event Client engages Meeder to provide investment advisory services as a result of the Solicitor's referral, the Solicitor will be eligible to receive an annual referral fee representing a portion of the investment advisory fee for Client's account. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule. *The referral fee is paid solely from Meeder's standard investment advisory fee and shall not result in any additional charge to Client.*

Operating Funds Solicitation Fees	
Assets Under Management	Annual Solicitation Fee
Up to \$25,000,000	0.05%
\$25,000,000 - \$50,000,000	0.04%
\$50,000,000 - \$100,000,000	0.03%
Over \$100,000,000	0.02%

Project Funds Solicitation Fees	
Assets Under Management	Annual Solicitation Fee
First \$50 million	0.03%
Over \$50 million	0.02%

Client hereby acknowledges receipt of this Written Disclosure Statement and of the most recent Form ADV Part 2A Brochure or Appendix applicable to the Meeder investment advisory services referred to Client by Solicitor. Client further acknowledges that Solicitor may be responsible for: (a) assisting Client in determining whether Meeder services are suitable and appropriate for Client's investment needs; (b) undertaking any tasks related to paperwork necessary to open Client's Meeder account; (c) forwarding any written instructions from Client to Meeder; and (d) providing periodic review of Client's Meeder account. For this purpose, Client authorizes Meeder to provide Solicitor with access to statements and other account-information related to the Account.

ST. JAMES PARISH

BY _____
 TITLE _____
 SIGNATURE _____ 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 AN AGREEMENT WITH ENTERGY LOUISIANA, L.L.C. FOR THE USE OF PARISH PROPERTY AS A TEMPORARY EMERGENCY RESTORATION STAGING AREA

WHEREAS, St. James Parish is prone to natural disasters;

WHEREAS, Entergy Louisiana, L.L.C. is the supplier of power to St. James Parish;

WHEREAS, Entergy Louisiana, L.L.C. has requested the ability to use certain Parish properties as a staging area for its equipment prior to and during a natural disaster/relevant event; 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 consent and license agreements with Entergy Louisiana, L.L.C. for the use of Lucher Park and the Welcome Center as a temporary emergency restoration staging area in the event of a natural disaster or other emergency situation.

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 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

CONSENT AND LICENSE AGREEMENT - STAGING

This license agreement (the "License") is entered into as of **JUNE 2, 2020**, by and between **St. James Parish (Lutcher Park)** ("LICENSOR") and the following Entergy company ("LICENSEE"):

(Check only one)

- Entergy Arkansas, Inc.
- Entergy Louisiana, LLC
- Entergy Mississippi, Inc.
- Entergy New Orleans, Inc.
- Entergy Texas, Inc.

WITNESSETH:

1. **Property.** LICENSOR is the owner of certain property in the **City of Lutcher, St. James Parish**, State of **Louisiana**, more commonly described as "Lutcher Park".
2. **Temporary Use.** In the event of a natural disaster or other emergency situation, LICENSEE desires to use part of the Premises as a temporary emergency restoration staging area (the "Staging Area"), which is shown on a map or plat, marked Exhibit B, attached hereto and made a part hereof.
3. **Consent To Use.** LICENSOR consents to said use by LICENSEE and its contractors and subcontractors and grants to LICENSEE a license therefore on the Staging Area, subject to the following conditions, which constitute the consideration for this grant and consent.
 - A. LICENSEE shall not use the Staging Area for any purpose other than emergency restoration work, including without limitation the marshalling and storage of vehicles and equipment and staging and servicing crews, which may include the provision of food service, showers, sanitary facilities and sleeping accommodations required by LICENSEE to restore electrical service lost as a result of a natural disaster or other emergency.
 - B. LICENSEE will not permit placement of any structures other than portable buildings and bolts and electrical connections embedded in the ground that do not interfere with LICENSOR's use of the Staging Area during a period other than a natural disaster or other emergency situation.
 - C. LICENSEE shall not allow any mechanic's or materialmen's liens to be filed against the Premises and promptly shall discharge by bond, payment or otherwise any such liens that arise as a result of LICENSEE'S use of the Premises pursuant to this License.
 - D. In its use of common drives and passageways on the Premises, LICENSEE shall not block access by others to the Premises.

- E. Upon the completion of LICENSEE'S work arising as a result of the natural disaster or other emergency, except as otherwise provided herein, LICENSEE shall return the Staging Area to LICENSOR in the same condition (ordinary wear and tear and damage by casualty excepted) it was in at the commencement of LICENSEE'S use of the Staging Area.
- F. Prior to commencing to use the Staging Area, LICENSEE shall provide telephone or facsimile notice to LICENSOR of its intent to use the Staging Area and a good faith estimate of the time period such use will be required. The parties acknowledge that the notice provisions of Section 8 do not apply to this provision.
- G. LICENSEE accepts the Staging Area in "AS IS" condition and acknowledges that LICENSOR makes no warranty as to the condition of the Staging Area or its suitability for LICENSEE'S proposed use.

4. **Intentionally Omitted.**

5. **Damages.** LICENSEE will use its best efforts to avoid damage to LICENSOR'S facilities on the Premises, and will reimburse LICENSOR for any such damage caused by LICENSEE'S use of the Premises or the exercise of LICENSEE'S rights hereunder. LICENSEE shall commit no act of waste and shall make all repairs to the Premises necessitated by the negligence or misconduct of its agents, employees and contractors.

6. **Assignment.** Except to an affiliate and for the same purposes, LICENSEE may not assign its rights under this License without the prior written consent of LICENSOR.

7. **Costs and Expenses.** LICENSEE agrees to be responsible for and pay any costs incurred by LICENSOR, including attorney's fees, in enforcing the provisions of this License.

8. **Notices.**

A. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) Federal Express, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

LICENSOR: St. James Parish – Lutcher Park
 2545 Louisiana Avenue
 Lutcher, LA 70071
 Attn: Peter Dufrense, Parish President
 Telephone: 225-562-2260
 Facsimile: _____

LICENSEE: Entergy Louisiana, LLC
Rhonda Colar (985-479-2025)
4317 W. Airline Hwy; Reserve, LA 70084
Attn:
(Re: Consent And License Agreement - Staging)
Telephone: 985-209-9247 PIN207630022
Facsimile: 985-479-2018

- B. Notices under this License shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.
- C. Any changes in the names or addresses set out in subsection A. above shall be through notice in conformity with the requirements of this Section.
9. **Termination.** This License shall terminate on **DECEMBER 31, 2022** unless extended in writing by LICENSOR and LICENSEE. However the obligations in Section 11 arising during the term of this License shall survive the termination of this License.
10. **Insurance.** LICENSEE, at its own expense, shall maintain throughout the term of this License, and any extension thereof, minimum insurance coverages in the forms and amounts and subject to the conditions set forth below:
- (A) **General Liability Insurance** including Contractual Liability Coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. LICENSOR shall be included as an additional insured with respect to LICENSEE'S liability arising under this License.
- (B) **Workers' Compensation Insurance** in accordance with all applicable state laws, including Employer's Liability Insurance in the minimum amount of \$500,000 per accident, and which provides for a waiver of subrogation in favor of LICENSOR.
- (C) **Automobile Liability Insurance** including all owned, hired and non-owned vehicles (including trucks, trailers and other equipment licensed for highway use) with a combined single limit of \$1,000,000 per accident.
- (D) **Certificates of Insurance.** Upon request, LICENSEE shall furnish LICENSOR with certificates of insurance evidencing that the coverages required above are in force.
- (E) **Self-Insurance.** LICENSEE may provide the insurance required herein through a regularly maintained program of self-insurance.
11. **Indemnity.** LICENSEE shall indemnify and hold harmless LICENSOR and its directors, officers, stockholders, employees and agents from all claims, liabilities, fines, penalties, losses, damages and expenses, including reasonable attorneys' fees and court costs, arising out of or in conjunction with: (1) any claim or suit for injury to or death of any person or damage to any property whatsoever caused by the negligence or misconduct of LICENSEE, its agents,

employees, or contractors except such claims that arise from the negligence or intentional misconduct of LICENSOR, its agents, employees or contractors; (2) any violation by LICENSEE of any law, statute, ordinance or regulation relating to LICENSEE'S operations on the Premises or (3) the violation of any term, representation or warranty under this agreement or the non-performance thereof.

12. **Compliance with Laws.** LICENSEE shall comply with all laws, ordinance, rules and regulations in so far as they pertain to the manner in which LICENSEE uses the Premises. LICENSEE shall not use the Premises for the treatment or disposal of toxic or hazardous waste or substances. LICENSEE shall indemnify and hold LICENSOR harmless against all loss, liability, costs or expense (including fines and penalties, reasonable attorneys' fees and court costs), or any claims therefore resulting from nonperformance or violation of any agreement, representation or warranty in this Section. **LICENSOR shall abide by the requirements of 41 CFR 60-300.5(a) prohibiting discrimination against qualified protected veterans and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. LICENSOR shall abide by the requirements of 41 CFR 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

THUS DONE AND EXECUTED by the following duly authorized representatives of the parties:

LICENSOR

LICENSEE

By: _____

By: _____

Name: Peter Dufrense

Name: Rhonda Colar

Title: St. James Parish President

Title: Customer Service Manager

Date: _____

Date: _____

EXHIBIT A
The "Premises"

EXHIBIT B
The "Staging Area"

CONSENT AND LICENSE AGREEMENT - STAGING

This license agreement (the "License") is entered into as of **JUNE 2, 2020**, by and between **St. James Parish (Welcome Center)** ("LICENSOR") and the following Entergy company ("LICENSEE"):

(Check only one)

- Entergy Arkansas, Inc.
- Entergy Louisiana, LLC
- Entergy Mississippi, Inc.
- Entergy New Orleans, Inc.
- Entergy Texas, Inc.

WITNESSETH:

1. **Property.** LICENSOR is the owner of certain property in the **City of Gramercy, St. James Parish**, State of **Louisiana**, more commonly described as "Welcome Center".
2. **Temporary Use.** In the event of a natural disaster or other emergency situation, LICENSEE desires to use part of the Premises as a temporary emergency restoration staging area (the "Staging Area"), which is shown on a map or plat, marked Exhibit B, attached hereto and made a part hereof.
3. **Consent To Use.** LICENSOR consents to said use by LICENSEE and its contractors and subcontractors and grants to LICENSEE a license therefore on the Staging Area, subject to the following conditions, which constitute the consideration for this grant and consent.
 - A. LICENSEE shall not use the Staging Area for any purpose other than emergency restoration work, including without limitation the marshalling and storage of vehicles and equipment and staging and servicing crews, which may include the provision of food service, showers, sanitary facilities and sleeping accommodations required by LICENSEE to restore electrical service lost as a result of a natural disaster or other emergency.
 - B. LICENSEE will not permit placement of any structures other than portable buildings and bolts and electrical connections embedded in the ground that do not interfere with LICENSOR's use of the Staging Area during a period other than a natural disaster or other emergency situation.
 - C. LICENSEE shall not allow any mechanic's or materialmen's liens to be filed against the Premises and promptly shall discharge by bond, payment or otherwise any such liens that arise as a result of LICENSEE'S use of the Premises pursuant to this License.
 - D. In its use of common drives and passageways on the Premises, LICENSEE shall not block access by others to the Premises.

- E. Upon the completion of LICENSEE'S work arising as a result of the natural disaster or other emergency, except as otherwise provided herein, LICENSEE shall return the Staging Area to LICENSOR in the same condition (ordinary wear and tear and damage by casualty excepted) it was in at the commencement of LICENSEE'S use of the Staging Area.
- F. Prior to commencing to use the Staging Area, LICENSEE shall provide telephone or facsimile notice to LICENSOR of its intent to use the Staging Area and a good faith estimate of the time period such use will be required. The parties acknowledge that the notice provisions of Section 8 do not apply to this provision.
- G. LICENSEE accepts the Staging Area in "AS IS" condition and acknowledges that LICENSOR makes no warranty as to the condition of the Staging Area or its suitability for LICENSEE'S proposed use.

4. Intentionally Omitted.

- 5. **Damages.** LICENSEE will use its best efforts to avoid damage to LICENSOR'S facilities on the Premises, and will reimburse LICENSOR for any such damage caused by LICENSEE'S use of the Premises or the exercise of LICENSEE'S rights hereunder. LICENSEE shall commit no act of waste and shall make all repairs to the Premises necessitated by the negligence or misconduct of its agents, employees and contractors.
- 6. **Assignment.** Except to an affiliate and for the same purposes, LICENSEE may not assign its rights under this License without the prior written consent of LICENSOR.
- 7. **Costs and Expenses.** LICENSEE agrees to be responsible for and pay any costs incurred by LICENSOR, including attorney's fees, in enforcing the provisions of this License.

8. Notices.

- A. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) Federal Express, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

LICENSOR: St. James Parish
 Welcome Center
 1094 US Hwy 61
 Gramercy, LA 70052
 Attn: Peter Dufrense, Parish President
 Telephone: 225-562-2260
 Facsimile: _____

LICENSEE: Entergy Louisiana, LLC
Rhonda Colar (985-479-2025)
4317 W. Airline Hwy; Reserve, LA 70084
Attn:
(Re: Consent And License Agreement - Staging)
Telephone: 985-209-9247 PIN207630022
Facsimile: 985-479-2018

- B. Notices under this License shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.
- C. Any changes in the names or addresses set out in subsection A. above shall be through notice in conformity with the requirements of this Section.
9. **Termination.** This License shall terminate on DECEMBER 31, 2022 unless extended in writing by LICENSOR and LICENSEE. However the obligations in Section 11 arising during the term of this License shall survive the termination of this License.
10. **Insurance.** LICENSEE, at its own expense, shall maintain throughout the term of this License, and any extension thereof, minimum insurance coverages in the forms and amounts and subject to the conditions set forth below:
- (A) **General Liability Insurance** including Contractual Liability Coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. LICENSOR shall be included as an additional insured with respect to LICENSEE'S liability arising under this License.
- (B) **Workers' Compensation Insurance** in accordance with all applicable state laws, including Employer's Liability Insurance in the minimum amount of \$500,000 per accident, and which provides for a waiver of subrogation in favor of LICENSOR.
- (C) **Automobile Liability Insurance** including all owned, hired and non-owned vehicles (including trucks, trailers and other equipment licensed for highway use) with a combined single limit of \$1,000,000 per accident.
- (D) **Certificates of Insurance.** Upon request, LICENSEE shall furnish LICENSOR with certificates of insurance evidencing that the coverages required above are in force.
- (E) **Self-Insurance.** LICENSEE may provide the insurance required herein through a regularly maintained program of self-insurance.
11. **Indemnity.** LICENSEE shall indemnify and hold harmless LICENSOR and its directors, officers, stockholders, employees and agents from all claims, liabilities, fines, penalties, losses, damages and expenses, including reasonable attorneys' fees and court costs, arising out of or in conjunction with: (1) any claim or suit for injury to or death of any person or damage to any

property whatsoever caused by the negligence or misconduct of LICENSEE, its agents, employees, or contractors except such claims that arise from the negligence or intentional misconduct of LICENSOR, its agents, employees or contractors; (2) any violation by LICENSEE of any law, statute, ordinance or regulation relating to LICENSEE'S operations on the Premises or (3) the violation of any term, representation or warranty under this agreement or the non-performance thereof.

12. **Compliance with Laws.** LICENSEE shall comply with all laws, ordinance, rules and regulations in so far as they pertain to the manner in which LICENSEE uses the Premises. LICENSEE shall not use the Premises for the treatment or disposal of toxic or hazardous waste or substances. LICENSEE shall indemnify and hold LICENSOR harmless against all loss, liability, costs or expense (including fines and penalties, reasonable attorneys' fees and court costs), or any claims therefore resulting from nonperformance or violation of any agreement, representation or warranty in this Section. **LICENSOR shall abide by the requirements of 41 CFR 60-300.5(a) prohibiting discrimination against qualified protected veterans and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. LICENSOR shall abide by the requirements of 41 CFR 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

THUS DONE AND EXECUTED by the following duly authorized representatives of the parties:

LICENSOR

LICENSEE

By: _____

By: _____

Name: Peter Dufrense

Name: Rhonda Colar

Title: St. James Parish President

Title: Customer Service Manager

Date: _____

Date: _____

EXHIBIT A
The "Premises"

EXHIBIT B
The “Staging Area”

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 HERITAGE CRYSTAL
CLEAN, LLC FOR RECYCLING USED COOKING OIL**

WHEREAS, St. James Parish desires to enter into a professional services contract with Heritage Crystal Clean LLC. for the recycling of used cooking oil at 6 parish locations; and,

WHEREAS, the Scope of services to be provided will be defined through the exhibit A attached to the contract signed by both parties; and,

WHEREAS, the compensation and total value of this contract shall not exceed \$8,039.00.

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 Heritage Crystal Clean LLC to recycle used cooking oil at 6 locations being St. James Parish Jail, and District Parks 2, 3, 5, 6, and 7 in accordance with the terms of this resolution.

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 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

Scope of Work

SERVICE

- Provide used cooking oil and grease recycling services
- Collect all types of used cooking oil and grease disposed into collection containers
- Recover and recycle disposed cooling oil and grease in an environmentally safe manner
- Clean and maintain the area around each collection container
- Collect used cooking oil and grease before the container is full to ensure room for further grease collection, used cooking oil collection, and recycling guaranteeing that no container will overflow

EQUIPMENT

- Provide extremely durable 300 gallon steel bins with locking lids for each designated site to be serviced
- Solely responsible for all maintenance needed to containers
- Solely responsible for all other equipment needed to perform collection services i.e., pumps, generators, and hoses.

SERVICE SCHEDULE

- Service the district sites every 90 days (quarterly, 4 times yearly).
- Service the St James Parish Jail every 60 days (2 month time periods, 6 times yearly)
- Additional/immediate service will be available as needed

S/A #: 0914608



CORPORATE OFFICES

2175 Point Blvd., Suite 375
 Elgin, IL 60123
 (877) 938-7948
 FED. TAX I.D. # 35-2083150

VISA, MASTERCARD AND AMERICAN EXPRESS ACCEPTED

Information for Current HCC Customers Only:

HCC Customer #: _____ Original Service Agreement #: _____ Placement: _____ Emp. ID # _____

Service Request #: _____ HCC Generator #: _____ Installation: _____ Emp. ID # _____

THE ADDITIONAL SERVICES DESCRIBED HEREIN ARE SUPPLEMENTAL TO THOSE SERVICES DESCRIBED IN THE ABOVE ORIGINAL SERVICE AGREEMENT AND ALL TERMS, CONDITIONS AND CERTIFICATIONS THEREIN ALSO GOVERN THESE ADDITIONAL SERVICES.

This agreement is made this 20th day of May, 2020, by and between
HERITAGE-CRYSTAL CLEAN, LLC (herein "HCC") and:

LOCATION			BILL TO		
Name:	ST. JAMES PARISH		Name:		
Address:	5800 HWY. 44		Address:		
City:	State:	Zip:	City:	State:	Zip:
CONVENT	LA	70723			
Telephone #:	Contact Name/Title:		Telephone #:	Fax #:	
225-206-2875	JUDE ROPER				
State EPA I.D. #:	Fed EPA I.D. #:		FEIN#:	E-mail	

HCC shall provide the services designated herein, subject to the other terms and conditions hereof. The term of this Agreement shall be for a period of one (1) year from the date hereof, which period shall be automatically extended for periods of one (1) year from the date of each service hereunder, subject to (a) written notice of termination by Customer which would be effective as of the end of the then current one (1) year period or (b) written notice of termination by Customer within thirty (30) days after an increase in prices by HCC hereunder which, in the aggregate, during any immediately preceding twelve (12)-month period exceeds a ten percent (10%) increase, or (c) termination by HCC at any time in the event of Customer's breach of this Agreement.

PLEASE SEE ADDITIONAL TERMS, CONDITIONS, AND CERTIFICATIONS ON THE REVERSE SIDE HEREOF AND/OR PROVIDED HEREWITH WHICH ARE PART OF THIS AGREEMENT.

Authorized Customer Representative Signature	HCC Representative Signature
--	------------------------------

MACHINE PLACEMENT

Product Code	FT	Location	Plc Code	Service Int.	\$ / Service	Sub Total
1.)	0				\$	\$
2.)	0				\$	\$
3.)	0				\$	\$
4.)	0				\$	\$
5.)	0				\$	\$
6.)	0				\$	\$

PRODUCTS/SERVICES PLACEMENT

Product Code	Qty.	Product Description:	Service Int.	\$ / Service	Sub Total
1.) 1505	1	RECYCLE USED COOKING OIL		\$	\$ 309.00
2.)				\$	\$
3.)				\$	\$
4.)				\$	\$

Customer Trial Authorization Signature	Date	CONTINUATION PAGE COMPLETED? YES <input type="radio"/> NO <input type="radio"/>	TOTALS
COMMENTS			Machines \$
			Products \$ 309.00
			Sales Tax \$ +
			TOTAL \$ <small>Applicable Taxes</small>
			Pmnt Rec'd \$

VISA AMEX MasterCard Exp. Date ____/____/____ Check (Check # _____) Cash On Account

Card Holder Name: _____ Card #: _____ P.O. #: _____

This Service Only
 Every Service

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 T. BAKER SMITH, L.L.C
TO PROVIDE PROFESSIONAL SERVICES**

WHEREAS, St. James Parish desires to enter into a professional services contract with T. Baker Smith, L.L.C. for engineering, consulting, project management, and other contract services;

WHEREAS, T. Baker Smith will analyze the drainage issues identified along LA 643 in South Vacherie and will survey, design, and provide permitting and construction assistance for the installation of new cross drains under the Union Pacific Railroad near N. Bank Lane in Vacherie;

WHEREAS, the total value of this contract shall not exceed \$175,000.

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 T. Baker Smith, L.L.C. to provide engineering, consulting, project management, and other contract services in accordance with the terms of the contract.

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

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

And the resolution was declared adopted on this, the 10th day of June 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 10th day of June 2020.

Signed at Vacherie, Louisiana, this 11th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

**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

T. Baker Smith, 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 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 **Ryan Larousse, Assistant 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.

B. The compensation to the Provider for these services shall not exceed **\$175,000.00**.

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 June 22, 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: T. Baker Smith, LLC
P.O. Box 2266
Houma, LA 70361

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: Chief Executive Officer
Name: Kenneth Wm. Smith, P.E., PLS
Date: _____

St. James Parish Government Master Services Agreement

Task Order No. 1
LA 643 Drainage Analysis
South Vacherie, LA

Detailed Scope of Services

Prepared for:



St. James Parish Government

5800 Highway 44
Convent, LA 70723

Prepared by:



17534 Old Jefferson Hwy., Suite D-1
Prairieville, LA 70769

Rev. 0 – 6-8-2020

I. INTRODUCTION

The purpose of this document is to identify and outline the scope of services for T. Baker Smith, LLC (TBS) necessary to analyze drainage issues identified along LA 643 in South Vacherie, LA. The drainage analysis is concentrated on drainage flow across LA 643 from north to south bounded by LA 644 to the north, LA 643 to the south and from near Falgoust St. on the western side to near Jake Gravois Rd. on the eastern limit having a total area of approximately 70 acres. The scope of work shall include topographic surveying and field reconnaissance necessary to define the limits of the drainage area and major drainage structures within. Also included within the topographic survey will be mapping of existing utilities along LA 643 in the area of planned improvements. An analysis of the drainage across LA 643 including the outfalls to the Vacherie Canal in this area will be summarized in the form of a memorandum outlined potential solutions to minimize flooding within the area specified above.

II. SCOPE OF SERVICES

Topographic Survey & Reconnaissance

The topographic survey for the area may include but are not limited to: general topographic transects, cross sections of major drainage channels, invert data of major drainage structures including all structures across LA 643 and LA 644 within the limits described above. Survey data will be collected using GPS or conventional methods and will be based upon NAVD 88 as determined by GPS observation. TBS will include previously collected data in the area and on nearby waterways affected by the study area in an effort to augment the data described above. The finished floor elevation of nearby structures will be obtained if allowed by private landowners. A site visit will also be conducted by TBS' engineering staff to review the condition of drainage structures in the area as well as overall basin characteristics.

Control: TBS will utilize the existing horizontal and vertical control network established by St. James Parish. No checking of the control network nor establishment of new control is included in this scope of work.

Utilities: Utilities are to be shown with the topographic survey as a result of onsite "utility mapping" and shall not be in accordance with CI/ASCE 38-02 Subsurface Utility Engineering investigations nor Quality Levels. TBS is required to initiate a LA One Call and determine, without extensive research nor deployment of extensive geophysical techniques, the presence of utilities at each site with approximate depths derived from electronic measurements or other techniques.

Drainage Analysis & Memorandum

TBS will use the data collected in the field to analyze the existing conditions, implement suggested improvements and provide a memorandum regarding the results of our findings. It is understood that the Parish may utilize the memorandum's results as a basis for the required improvements, however, this memorandum shall not be said to take the place of construction drawings. This scope shall include the following:

St. James – T.O. No. 1 – LA 643 Drainage



1. Determine drainage basins and sub-basins (if applicable) using survey data collected, Digital Ortho Quarter Quad maps and available LIDAR data. The drainage basins will be based upon topography, land use and other forces affecting drainage such as backwater from adjacent areas, canals, etc. These factors will be used to determine which type of analysis is most appropriate. Storm water runoff hydrographs will be developed utilizing standard practices for each basin. Existing aerial imagery will be utilized to determine runoff curve numbers. Overland and channel flow slopes, lengths and roughness values will also be determine based upon LIDAR, survey and site reconnaissance data.
2. Existing basin data along with the characteristics determined in the above stage will be input into the appropriate drainage analysis program to determine peak flows and water surface elevations for the 10, 25, 50 and 100-year storm events. The effect of the tail water condition at the outfall canal will also be considered. Rainfall events will be in accordance with the 2011 LADOTD hydraulics manual. The average tailwater condition will be used and presented in the memorandum, however the high tailwater conditions will be modeled for comparison purposes.
3. Once the existing condition analysis is completed, TBS will review the results and prepare proposed modifications and improvements to channels, structures and other factors affecting water surface elevation within the subject area. These improvements may include: construction of additional channels, channel modification including widening/deepening, clearing and snagging, new drainage structures such as cross drains, or cleaning and/or improving efficiency of existing structures. TBS will present these preliminary improvements to the Parish for discussion prior to implementation into the proposed conditions analysis. The effect of the improvements on existing utilities will be considered and discussed along with the improvements.
4. Once the proposed improvements are agreed upon, TBS will implement these improvements into the analysis as a proposed condition. The same results of flow and water surface elevation which are presented for the existing conditions results will be presented for the proposed condition in order to easily determine the magnitude of the effects of the improvements.
5. After the proposed conditions model is executed, TBS will again meet with the Parish to review the results and determine any modifications which may need to be made to the suggested improvements in order to increase the benefits, etc. These changes will be implemented into the analysis and the results shall serve as the basis of the final memorandum.

It is noted that the scope of this report is predicated upon providing general short-term conveyance solutions for the drainage issues in this area and does not purport to deliver in theory nor in detail, a comprehensive, master drainage plan for the development of long-term strategies for drainage in this area. These additional analyses can be provided via addendum to this agreement, if necessary.

III. COMPENSATION

Compensation for services rendered on the above-described Task Order shall be paid to T. Baker Smith, LLC on a Lump Sum basis per a percentage complete, monthly, as per the Master Services Agreement.

TASK	DESCRIPTION	AMOUNT
1	Topographic Survey & Reconnaissance	\$16,850.00
2	Drainage Analysis & Memorandum	\$22,350.00

TOTAL FEES

\$39,200.00

IV. SCHEDULE

Based on the Scope of Work detailed in Section II, TBS estimates the following schedule to complete this scope of work. This time does not include additional time for extended weather delays or circumstances that are out of TBS's control.

Task	Calendar Days from NTP
Topographic Survey & Reconnaissance	16
Drainage Analysis & Memorandum	45

St. James – T.O. No. 1 – LA 643 Drainage



**St. James Parish Government
Master Services Agreement**

**Task Order No. 2
Union Pacific Railroad Culverts
N. Bank Ln.
Vacherie, LA**

Detailed Scope of Services

Prepared for:



St. James Parish Government

5800 Highway 44
Convent, LA 70723

Prepared by:



17534 Old Jefferson Hwy., Suite D-1
Prairieville, LA 70769

Rev. 0 – 6-8-2020

I. INTRODUCTION

The purpose of this document is to identify and outline the scope of services for T. Baker Smith, LLC (TBS) necessary for the surveying, design, permitting and construction bidding assistance for the installation of new cross drains under the Union Pacific Railroad (UPRR) near N. Bank Ln. in Vacherie, LA. The project shall be in general accordance with the improvements for this area identified in the *Vacherie Area Drainage Study and Improvements* plan from 2015, identified as improvement No. 17 in said report. It is anticipated that the project will include at least one (1) large culvert to be jacked/bored under the UPRR and associated channel improvements. TBS will utilize the existing Hydraulic and Hydrologic modeling results from the *Vacherie Area Drainage Study and Improvements* to design culvert crossings of the proper size and obtain the UPRR culvert crossing permit. TBS will submit the engineering drawings along with the permit application to the UPRR and coordinate permit activities through the UPRR in conjunction with St. James Parish to obtain the desired crossing permits. The project will be publicly advertised for bids by St James Parish once all design and permitting is completed.

II. SCOPE OF SERVICES

Topographic Survey & Reconnaissance

TBS shall perform topographic surveys onsite, along the railroad track line in order to provide a complete topographic survey adequate for the design of the planned improvements for the area in accordance with the UPRR procedures for obtaining crossing permits.

This scope of work shall include:

1. Site visits conducted by TBS' engineering staff to review the condition of drainage structures, locations of intercepting ditches and major conveyance channels, channel geometry, railroad height, ballast type and location.
2. Topographic survey may include but is not limited to: general topographic transects, cross sections of the railroad track, ties, ballast, sub ballast and railroad ditches; detail of existing crossing structures, locations of subsurface utilities (as marked by LA One Call). Survey data will be collected using GPS or conventional methods and will be based upon NAVD 88, Geoid 12A as determined by GPS observation.
3. Any additional survey data required or requested by the UPRR Guidelines for Crossing Permits including location of mile posts, etc.
4. Topographic surveys will be combined with previously collected survey data to be compiled and used during the engineering design process and development of cross drain structure drawings.

Basic Design Services

TBS will use the data collected in the field to develop engineering design drawings for use in permit submittal to UPRR and for bidding/construction purposes. This scope shall include the following:

St. James – T.O. No. 2 – UPRR Culverts – N. Bank Ln.



1. Determine of culvert size, invert and length required to fulfill the requirements of UPRR and the H&H modeling from the *Vacherie Area Drainage Improvements* study. Culvert sizes and number of crossings may be revised from those shown in the report due to cover requirements below ties and ballast.
2. Develop engineering drawings including plan view, profiles, cross sections, location maps and similar drawings to accompany the crossing permit application and for bidding/construction use. TBS will prepare excerpts from the Vacherie Drainage Study report to satisfy hydraulic requirements for the crossing permit application.
3. Submit drawings to the UPRR, receive and address comments. Comments may require further discussion with St. James Parish in order to obtain project goals.
4. Engineering drawings will be produced on not larger than 11"x17" drawing sheets and final drawings will be signed and sealed by a registered Professional Engineer, licensed in the State of Louisiana.
5. Drawings will include all quantities and payment items as well as be accompanied by specifications and a cost estimate for consideration by the Parish to advertise for bids. Included will be all known UPRR contractor requirements including insurances, flagmen, etc.

Temporary Construction Servitude Plats

For the Parish's contractor to legally gain access to the project site, the Parish is required to obtain Temporary Construction Servitudes to the work area across various privately-owned parcels. TBS will prepare separate construction access servitude plats for each of the private parcels adjacent to the UPRR Right of Way which will be necessary to traverse across, or remain upon, in a temporary manner, by the Parish's contractor during construction.

Deliverables will be in the form of one (1) plat per parcel, at an appropriate scale, signed and sealed by a Louisiana licensed Professional Land Surveyor. TBS will also perform necessary recorded boundary research at the Parish courthouse. Note that full title research reports and the like will not be provided, nor will appraisal services be provided. Accompanying the plats will also be a meets and bounds description in a Microsoft word document for use by the Parish's legal counsel in drafting the servitude/easement agreements. The Temporary Construction Servitude boundaries will be incorporated into the project plans for the contractor's use.

Bidding/Negotiation

TBS shall assist the Parish in advertising and obtaining bids or negotiating proposals for one (1) prime contract for construction, materials, equipment and services, and where applicable, assist Parish in maintaining a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents. In addition, TBS shall perform the following:

St. James – T.O. No. 2 – UPRR Culverts – N. Bank Ln.



1. Consult with and advise Parish as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which acceptability is required by the bidding documents.
2. Consult with and advise Parish as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
3. Attend the bid opening and assist the Parish in evaluating bids or proposals and in assembling and awarding contracts.
4. Furnish any addenda or supplement information issued during the bid process to the Parish.
5. Furnish a bid tabulation, bid evaluation and information on any substitute materials and equipment at the end of the bidding process for the project to the Parish.

Note: All construction phase items including general contract administration, resident project representative, shop drawing and submittal review shall be detailed and provided via a Supplement to this Agreement upon the conclusion of the Bidding phase and once all parameters and bidding alternates are known.

UPRR Track & Ground Monitoring Plan

TBS will prepare a Track and Ground monitoring plan as required by the UPRR for inclusion in the project specifications. This plan includes a general work plan, equipment tolerances, ground and rail target locations and deflection thresholds established by UPRR for the project which the contractor must adhere to. A cost for the actual track and ground monitoring during construction (24 hrs/day) as required by the UPRR can be provided as a Supplemental Agreement once all parameters are known and design is completed.

III. PARISH RESPONSIBILITY

St. James Parish shall:

1. Provide T. Baker Smith, LLC with all criteria and full information as to the St. James Parish Government's requirements for the Project, including all project objectives and any known constraints.
2. Provide any previous studies for the areas related to this project.
3. Arrange and/or assist with/for safe access to and make all provisions for T. Baker Smith, LLC to enter upon public and private property as required to perform the professional services.
4. Pay any and all application, permit, permit review and crossing fees imposed by the UPRR for said crossing permits.

St. James – T.O. No. 2 – UPRR Culverts – N. Bank Ln.



5. Provide review and approvals of the professional services provided.

IV. EXCLUSIONS

Items which are excluded from this Agreement, but can be provided as an Additional Service, if necessary, based upon a mutually executed amendment to this Agreement by both TBS and St. James Parish Government include, but are not limited to:

1. Cost for additional and detailed surveying or environmental field work (such as a detailed, onsite wetland delineation) as a result of necessity or request by third parties or agencies.
2. Any and all environmental permit submittals such as initial permits, wetland delineations, after the fact permit submittal, as-built survey/quantity submittal, etc.
3. Any and all mitigation costs and associated fees, beneficial use costs and dredge costs that could be required.
4. All Railroad, agency and Parish permitting fees.
5. Additional insurance or Right of Entry permits required by the UP Railroad except those stated within this Agreement.
6. Construction services including project representative, as-built drawings or other inspection services.
7. Structural analysis of culvert structure to accommodate Cooper E-80 Rail loading and designation of culvert structural capacity.

V. COMPENSATION

Compensation for services rendered on the above-described Task Order shall be paid to T. Baker Smith, LLC on a Lump Sum basis per a percentage complete, monthly, as per the Master Services Agreement.

TASK	DESCRIPTION	AMOUNT
1	Topographic Survey & Reconnaissance	\$21,750.00
2	Basic Design Services	\$47,500.00
3	Temporary Construction Servitude Plats	\$16,500.00
4	UPRR Permitting	\$15,000.00
5	UPRR Track & Ground Monitoring Plan	\$3,500.00
6	Bidding/Negotiation Assistance	\$8,500.00

TOTAL FEES

\$112,750.00

St. James – T.O. No. 2 – UPRR Culverts – N. Bank Ln.



VI. SCHEDULE

Based on the Scope of Work detailed in Section II, TBS estimates the following schedule to complete this scope of work. This time does not include additional time for extended weather delays or circumstances that are out of TBS's control.

Task	Calendar Days from NTP/prior task completion
Topographic Survey & Reconnaissance	28
Basic Design Services	90
Temporary Construction Servitude Plats	45
UPRR Permitting	280
UPRR Track & Ground Monitoring Plan	21
Bidding/Negotiation Assistance	TBD – concurrent with bidding

St. James – T.O. No. 2 – UPRR Culverts – N. Bank Ln.



LABOR AND EQUIPMENT FEE SCHEDULE

St. James Parish

Effective Date: June 2020

PROFESSIONAL STAFF CLASSIFICATIONS:

		<u>Rate</u>
Professional Engineer II	Per Hour	\$ 175.00
Professional Engineer I	Per Hour	\$ 125.00
Engineer Intern II	Per Hour	\$ 105.00
Engineer Intern I	Per Hour	\$ 88.00
Professional Land Surveyor II	Per Hour	\$ 155.00
Professional Land Surveyor I	Per Hour	\$ 125.00
Surveyor Intern II	Per Hour	\$ 95.00
Surveyor Intern I	Per Hour	\$ 80.00
Environmental Professional II	Per Hour	\$ 155.00
Environmental Professional I	Per Hour	\$ 125.00
Environmental Analyst II	Per Hour	\$ 95.00
Environmental Analyst I	Per Hour	\$ 80.00
Certified Scientific Oyster Diver	Per Day	\$1,600.00
Senior Project Manager	Per Hour	\$ 135.00
Project Manager	Per Hour	\$ 90.00
Senior Project Technician	Per Hour	\$ 80.00
Project Technician	Per Hour	\$ 70.00
Sr. Planner/Landscape Architect	Per Hour	\$ 155.00
Planner/Landscape Architect II	Per Hour	\$ 125.00
Planner/Landscape Architect I	Per Hour	\$ 75.00
Senior Designer	Per Hour	\$ 105.00
Designer	Per Hour	\$ 90.00
Geospatial 3D Scanning Data Analyst	Per Hour	\$ 100.00
Geospatial 3D Scanning Data Processor	Per Hour	\$ 85.00



GIS Project Manager	Per Hour	\$ 145.00
GIS Lead Developer	Per Hour	\$ 130.00
GIS Data Analyst / Manager	Per Hour	\$ 95.00
Senior Pipeline Engineer	Per Hour	\$ 155.00
Pipeline Engineer	Per Hour	\$ 135.00
Pipeline Technician	Per Hour	\$ 110.00
Damage Prevention Inspector	Per Hour	\$ 100.00
Senior Construction Project Manager	Per Hour	\$ 95.00
Construction Project Manager	Per Hour	\$ 88.00
Construction Project Representative	Per Hour	\$ 65.00
Senior Professional	Per Hour	\$ 197.00
Principal In Charge	Per Hour	\$ 210.00

FIELD SURVEY PERSONNEL

Land and Near Shore Survey

Party Chief	Per Hour	\$ 78.00
Instrument Man	Per Hour	\$ 62.00
Survey Aide	Per Hour	\$ 40.00

Field Survey Crew includes the following equipment:

- Mobile Phone with Data transfer plan
- Navigation GPS System
- Scanner / Printer
- 2-way radios
- Tripod(s), bipod(s), tribrach(s), rod(s), range poles
- 100' tape, chain pins, probe rod(s)
- Other equipment, including hard hats, vests, markers, calculators, and first aid kit necessary for the safe and efficient operation of a field survey crew

2 - Person Field Survey Crew	Per Hour	\$ 145.00
3 - Person Field Survey Crew	Per Hour	\$ 182.00
2 - Person Geospatial 3D Scanner Crew	Per Hour	\$ 235.00
3 - Person Geospatial 3D Scanner Crew	Per Hour	\$ 280.00

Geophysical / Hydrographic Personnel

Senior Surveyor	Per Hour	\$ 95.00
Project Surveyor / Data Processor	Per Hour	\$ 88.00



Geophysical Operator Per Hour \$ 73.00

Marine Positioning Personnel

Offshore Party Chief Per Day \$1,000.00
Project Surveyor Per Day \$ 900.00
Electronics Technician Per Hour \$ 75.00

OVERTIME:

Overtime for field personnel will be charged for work after ten (10) hours per day, Monday through Friday, weekends and holidays at the regular rate plus 50%. Overtime for professional and technical personnel will be charged for work after nine (9) hours per day, Monday through Friday, weekends and holidays at the regular rate plus 50%. A minimum 8-hour day will be charged for labor and equipment when shut down due to weather, etc., for reasons beyond TBS's control when operating from a headquarters other than our base offices.

Subsistence Expenses

Reasonable expenses shall be applicable charges for professional staff and consultants while conducting Client's business more than 50 miles from the TBS base office.

Subsistence for TBS Field Crew Personnel when on assignment away from base shall be charged @ \$123.00 per work day. (See Federal Per Diem Rates - CONUS) Subsistence for TBS Field Crew personnel when on assignment away from TBS base facility in or near densely populated areas or in response to natural and or man-made disasters shall be negotiated on a project-specific basis.

UNMANNED AERIAL SYSTEM (UAS)

Lidar (UAV) Price available based upon specific project specifications
Fixed Wing (UAV) Price available based upon specific project specifications
Quad Copter (UAV) Price available based upon specific project specifications

SUBSURFACE UTILITY ENGINEERING (SUE)

Quality Level "A & B" Price available based upon specific project specifications

VacMasters System 4000 Vacuum Excavation Truck w/Crew includes the following equipment:

- Equipment
• Mobile Phone with Data transfer plan
• Navigation GPS System
• Scanner / Printer
• Pneumatic Hammer
• Pneumatic Tamper
• Concrete Saw
• Other equipment, including hard hats, vests, markers, calculators, and first aid kit necessary for the safe and efficient operation of a SUE Locating Crew.

ELECTRONIC SURVEY EQUIPMENT

Electronic Metal Detectors Per Day \$ 60.00
Electronic Metal Detectors- RD8000 Per Day \$ 100.00



Digital Level	Per Day	\$ 150.00
Radio Detection PCM+ Long Range		
Pipe Locator w/Generator	Per Day	\$ 325.00
Ground Penetrating Radar	Per Day	\$ 500.00
Gradiometer / Magnetometer	Per Day	\$ 500.00
Conventional Total Station	Per Day	\$ 175.00
DC Total Station	Per Day	\$ 175.00
GPS Survey Receiver	Per Day	\$ 250.00
Differential Global Positioning System (DGPS)	Per Day	\$ 340.00
Environmental Differential Global Positioning System	Per Day	\$ 75.00
Robotic Total Station	Per Day	\$ 500.00
Robotic Laser Scanner	Per Day	\$ 800.00
GPS Total Station (RTK) System	Per Day	\$ 550.00
Data Collector / Field Computer System	Per Day	\$ 95.00
3D Laser Scanning System	Per Day	\$1,500.00
Mobile Lidar		<i>Price available based upon specific project specifications</i>

MARINE TRANSPORTATION EQUIPMENT

14' Skiff with outboard	Per Day	\$ 125.00
16' Vessel with outboard	Per Day	\$ 225.00
Airboat	Per Day	\$ 700.00
Marsh Master I Amphibious Vehicle	Per Day	\$ 850.00
18'-21' Survey Vessel with dual outboards	Per Day	\$ 550.00
24' Survey Vessel with dual outboards	Per Day	\$ 600.00
25' Survey Spud / Pipe Probing Vessel / Barge with dual outboards	Per Day	\$ 725.00

GEOPHYSICAL / HYDROGRAPIC SURVEY EQUIPMENT

Marine Positioning / Navigation / Data Storage Computer System	Per Day	\$ 350.00
Digital Side Scan Sonar	Per Day	\$ 650.00
Proton Magnetometer	Per Day	\$ 650.00
Digital Sub-Bottom Profiler	Per Day	\$ 650.00
Digital Fathometer	Per Day	\$ 300.00
Digital Fathometer (Dual Frequency)	Per Day	\$ 350.00
Hydrographic Jet Ski	Per Day	\$ 300.00
Echoboot	Per Day	\$2,000.00
26' Automated Hydrographic Survey Vessel / System		<i>Price available based upon specific project specifications</i>
28' R2 Sonic Multibeam Survey Vessel / System		<i>Price available based upon specific project specifications</i>



Site Clearance Verification (Trawling Method)	<i>Price available based upon specific project specifications</i>
110' Offshore Geophysical Survey Vessel / System	<i>Price available based upon specific project specifications</i>
Tiburon – Autonomous Underwater Vehicle (AUV)	<i>Price available based upon specific project specifications</i>

MARINE POSITIONING EQUIPMENT

Marine Positioning / Navigation /		
Data Storage Dual Computer System	Per Day	\$1,000.00
Tug Tracking System	Per Day	\$ 275.00
MS 1000 Scanning Sonar System	Per Day	\$ 650.00
MS 1171 Scanning Sonar System	Per Day	\$ 750.00
Gyrocompass	Per Day	\$ 150.00
Motion Reference Unit	Per Day	\$ 200.00

ADDITIONAL EQUIPMENT

Vehicle Transportation	Per Hour	\$ 18.00
Utility Vehicle (UTV)	Per Day	\$ 125.00
Water Jet Probe System (3/4")	Per Day	\$ 75.00
Portable Gasoline Hammer /		
Rod Installation System	Per Day	\$ 150.00
Geo 2000 Smart Pig Tracking Unit	Per Day	\$ 45.00
Environmental Sampling Equipment	Per Day	\$ 200.00
Continuous Recording Water Velocity & Level Meter	Per Day	\$ 400.00
Continuous Recording Salinity, Temperature and		
Height Meter	Per Day	\$ 350.00
Discrete Recording Water Velocity Meter	Per Day	\$ 225.00
Satellite Hotspot	Per Day	\$ 250.00
Four Gas Monitor	Per Day	\$ 50.00

NOTE: ALL EQUIPMENT RATES INCLUDE FUEL, LUBE, MILEAGE, AND INSURANCE. Equipment charges are for services in support of T. Baker Smith, LLC project-related efforts. Bare equipment leases are not available.



TERMS AND CONDITIONS

1. Invoices will be due for payment within 30 days of receipt. Any invoice or any portion of any invoice that is not paid on the due date shall be subject to an interest charge. T. Baker Smith, LLC shall have the right to suspend services and withhold deliverables until payment in full, including interest, has been made.
2. If a fee schedule is forwarded, it is confidential and must not be transmitted in whole, or in part to any T. Baker Smith, LLC competitor, company, organization, or person outside the employment of direct control of the Client without the express written consent of T. Baker Smith, LLC. This fee schedule is valid for 2020.
3. Consumables, third-party services, and personnel expenses provided by T. Baker Smith, LLC on the Client's behalf will be invoiced by T. Baker Smith, LLC at cost plus fifteen (15%) percent.
4. Loss or damage to underwater equipment or equipment in the water due to unforeseen underwater hazards while performing such surveys in the aftermath of hurricanes or due to client's negligence (or their subcontractor's negligence) will be charged at replacement cost. Client shall maintain adequate insurance coverage to cover loss of T. Baker Smith, LLC equipment.
5. Emergency Response by T. Baker Smith, LLC for natural and or man-made disasters shall be subject to negotiations of special hazard rates for personnel and equipment.
6. Expert Testimony about the nature or extent of T. Baker Smith, LLC professional services, preparation thereof, and/or standby time shall be charged at the listed rates, (if provided) plus 50%. If a lump sum fee is provided Expert Testimony rates will be discussed and agreed upon prior to starting such services.
7. The Global Positioning (GPS) is the property of (and operated by) the U.S. Department of Defense (DOD). As a result, T. Baker Smith, LLC cannot be held responsible for any positioning degradation or omission of positioning directly attributable to the GPS system.
8. When requested, T. Baker Smith, LLC uses conventional survey methods and electronic locating equipment which may include magnetometers, gradiometers, and others in an effort to locate underground and underwater pipelines and other metal objects in advance of drilling, construction, or abandonment activity. While reasonable efforts are made to locate all pipelines, metal objects or other subsurface obstructions in the surveyed area, the equipment used and the characteristics of pipelines themselves make it impossible to guarantee total success. Accordingly, it is incumbent upon the owners, operators and/or contractors conducting operations including dredging and excavation to conduct their operations with extreme caution and recognize that hazards in addition to those detected and marked by T. Baker Smith, LLC may exist.
9. The standard of care for all professional services performed or furnished by T. Baker Smith, LLC under this Fee schedule will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. T. Baker Smith, LLC represents that, to the best of its knowledge, ability, and professional judgment that all work will be performed safely and in a good and workmanlike manner; and that T. Baker Smith, LLC has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for Client.

At a regular meeting of the St. James Parish Council, State of Louisiana, held on the 10th day of June, the following entitled ordinance was introduced by Councilman _____ and seconded by Councilman _____, laid over for publication of notice of Public Hearing and ordered filed with the Secretary for public inspection.

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

AN ORDINANCE SETTING AND DESIGNATING THE ADOPTED PROPERTY TAX MILLAGE FOR THE YEAR 2020 LEVIED ON ALL TAXABLE PROPERTY WITHIN THE PARISH OF ST. JAMES, STATE OF LOUISIANA

WHEREAS, Article VII, Section 23(C) of the Constitution of the State of Louisiana and R.S. 47:1705(A) provide that property tax millage rates must be adjusted and levied upon the dollar of the assessed valuation of all property subject to ad valorem taxation within the Parish of St. James, State of Louisiana;

NOW, THEREFORE, THE ST. JAMES PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That the following property tax millage rates are hereby set and designated to be the adopted millage rates for the year 2020 levied on all taxable property situated within the territorial limits of the Parish of St. James, State of Louisiana:

<u>Purpose</u>	<u>2020 Adopted Millage</u>
A. General Fund – 1064 007	3.200
B. Library Maintenance – 1064 014 2.990	
C. Courthouse, Jail, & Public Buildings Maintenance – 1064 015	4.950
D. Road and Bridge Maintenance Parishwide – 1064 017	4.950
E. Enhanced 911 System Maintenance – 1064 022	1.250
F. Parishwide Drainage Facilities – 1064 026	2.990
G. Hospital District – 1064 028	4.730
H. Human Resources Public Improvement – 1064 029	3.910
I. Fire Departments & Emergency Medical Services – 1064 032	3.930
J. Juvenile Detention – 1064 047	.600

SECTION 2. BE IT FURTHER ORDAINED by the St. James Parish Council that the following property tax millage rates are hereby set and designated to be the adopted millage rates for the year 2020 levied by district on all taxable property situated within the territorial limits of that enumerated district:

<u>Taxing District</u>	<u>2020 Adopted Millage</u>
A. Fire Protection District #2 – 1064 031	0.740
B. Consolidated Road Lighting District #3A – 1064 036	1.010
C. Recreation District 5 – 1064 023	1.000

SECTION 3. BE IT FURTHER ORDAINED by the St. James Parish Council that 0.850 mill on the dollar for the year 2020 is hereby levied for the purpose of paying the principal and the interest on various issues of General Obligation Bonds of the Parish. Said general obligation bond issues are as follows:

1. Parish of St. James – General Obligation Refunding Bonds, Series 2014 (0.350 mill)
2. Parish of St. James – Recreation District V – General Obligation Bonds, Series 2007 (0.500 mill)

SECTION 4. BE IT FURTHER ORDAINED by the St. James Parish Council that the Assessor and the Tax Collector in and for the Parish of St. James be, and they are hereby authorized, empowered, and directed to assess and collect the aforesaid taxes for the year 2020 in accordance with law.

SECTION 5. BE IT FURTHER ORDAINED by the St. James Parish Council that the Secretary of the Council be and is hereby ordered and instructed to furnish the said Parish Assessor and Tax Collector each with a certified copy of this ordinance.

SECTION 6. BE IT FURTHER ORDAINED by the St. James Parish Council that this ordinance shall be published in the official journal according to law, and this ordinance, after first having been reduced in writing, was read and considered section by section at this public meeting of the St. James Parish Council, and a vote was taken thereon, and the vote on the ordinance was as follows: