



St. James Parish Council

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council@stjamesparishla.gov

Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

September 29, 2020

Honorable Members
St. James Parish Council

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

Please make every effort to attend.

Sincerely,

Linda Hubbell
Secretary

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

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

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
5800 Hwy 44, Convent, Louisiana
WEDNESDAY, SEPTEMBER 30, 2020

Based on the current State of Emergency 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 in the Council Chambers in Convent, Louisiana on September 30, 2020.** Said Council meeting is 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 (504) 326-1577 and enter Conference ID: 976 837 040#. 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.

6:30 P.M.– REGULAR MEETING

- I. CALL TO ORDER & ROLL CALL**
- II. PRAYER & PLEDGE**
- III. MINUTES**
 1. Approval of the September 16, 2020 regular minutes
- IV. PRESIDENT’S REPORT**
- V. PUBLIC COMMENT** on any agenda item requiring a Council vote in accordance with La. R.S. 42:14.
- VI. PRESENTATION**
 - 1 Kenneth Simon, Grandview Estates (Nobile St.) gas service issues (Louque)
 - 2 Joey Fonseca, Outlaw Katfish, quality of Lake Des Allemands water and seafood if a pellet release discharges into the St. James Canal by Formosa Plastics’ facility (St. Pierre)
 - 3 Judge Jude Gravois, 5th District Court of Appeals (St. Pierre)
- VII. CORRESPONDENCE RECEIVED - None**
- VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS - None**
- IX. OLD BUSINESS**
 1. Director’s Update
 - District 5 Alternate Access Route (Cooper)
 - North Vacherie Railroad Culvert Upgrade Project Status Update (Etienne-Steib)
 - Acquisition of Land for Multipurpose Building Update (Etienne-Steib)
 2. Resolution to approve the revised Industrial Exemption value in the 2020 assessment figures (St. Pierre)
- X. NEW BUSINESS**
 1. Resolution to approve disbursement of payroll for the October 2, 2020 payroll (St. Pierre)
 2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
 3. Resolution authorizing the St. James Parish President to sign and execute a contract with Postlethwaite & Netterville for professional accounting and audit services (Dufresne)
 4. Resolution authorizing the application for and acceptance of Fiscal Year 2020 State Homeland Security Grant Program (SHSP) and St. James Parish Council authorizing the Parish President and/or his designee to sign, execute, and administer said agreement and all relevant documents (Dufresne)
 5. Resolution accepting the change order from Unique Construction LLC for the remodel of the third floor, and administer all relevant documents (Dufresne)
 6. Resolution authorizing the St. James Parish President to sign a contract with PG Consulting, LLC for certain information technology services (Dufresne)

7. Resolution authorizing the filing of an application with the Louisiana Department of Transportation and Development for a grant under any of the following FTA programs managed through Louisiana Department of Transportation and Development (Dufresne)
8. Resolution authorizing the application for and acceptance of Fiscal Year 2020 Emergency Management Performance Grant (EMPG) and authorizing the Parish President and/or his designee to sign, execute, and administer said agreement and all relevant documents (Dufresne)
9. Resolution authorizing the Office of the Parish President to advertise and accept bids for Riprap and 54" arch concrete pipes (Dufresne)
10. Discussion, consideration, and Council action to be taken on the NOTICE OF ACTION Form to Approve/Deny Industrial Tax Exemption Application #20190076-ITE (Praxair Inc.'s Stem Methane Reformer Project) (St. Pierre)

XI. EXECUTIVE SESSION

Executive Session under LA. R.S. 42:17(A)(2) to receive a status report from special council concerning St. James Parish Government and Berkley Insurance Company and related matters (Amato)

XII. DIRECTOR'S REPORT

XIII. COUNCIL MEMBER'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 _____ and seconded by Councilman _____:

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

**A RESOLUTION TO APPROVE THE REVISED INDUSTRIAL EXEMPTION
VALUE IN THE 2020 ASSESSMENT FIGURES**

WHEREAS, the St. James Parish Council sat as a Board of Review on September 16, 2020 to hear protest from taxpayers on their 2020 assessments; and

WHEREAS, Assessor Waguespack presented the assessment figures of St. James Parish for 2020 to the Board of Review. Due to software issues, the Industrial Exemption value was improperly calculated, and the revised Industrial Exemption Value shall be 2,572,997,123 for the 2020 Assessment.

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the revised Industrial Exemption Value of 2,572,997,123 in the 2020 Assessment Figures.

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 30th day of September 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 30th day of September 2020.

Signed at Vacherie, Louisiana, this 1st day of October 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
OCTOBER 2, 2020 PAYROLL**

WHEREAS, the employee payroll is October 2, 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 October 2, 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 30th day of September 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 30th day of September 2020.

Signed at Vacherie, Louisiana, this 1st day of October 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, October 1, 2020.

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

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

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

Signed at Vacherie, Louisiana, this 1st day of October 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 SIGN AND EXECUTE A CONTRACT WITH POSTLETHWAITE & NETTERVILLE FOR PROFESSIONAL ACCOUNTING AND AUDIT SERVICES.

WHEREAS, St. James Parish desires to enter into a professional services contract with Postlethwaite & Netterville for professional accounting and accounting services; and,

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

WHEREAS, the compensation to the provider for these services are \$ 110,000 for 2021, \$ 123,300 for 2022 and \$ 126,700 for 2023.

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 with Postlethwaite & Netterville;

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 30th day of September 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 30th day of September 2020.

Signed at Vacherie, Louisiana, this 1st day of October 2020.

(S E A L)

Linda Hubbell
Secretary

September 17, 2020

Mr. Pete Dufresne
Parish President
ST. JAMES PARISH
P.O. Box 106
Convent, Louisiana 70723-0106

Dear Mr. Dufresne:

As certified public accountants licensed to practice in Louisiana, we are pleased to confirm our understanding of the services we are to provide St. James Parish, State of Louisiana as of and for the years ended December 31, 2020, 2021, and 2022. This engagement between you and our firm will be governed by the terms of this letter.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of St. James Parish as of and for the years ended December 31, 2020, 2021, and 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement St. James Parish's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to St. James Parish's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in the Total OPEB Liability and Related Ratios
- 3) Schedule of Proportionate Share of the Net Pension Liability
- 4) Schedule of Contributions to Defined Benefit Plans
- 5) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies St. James Parish's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial



statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining non-major fund financial statements
2. Schedule of Compensation, Benefits and Other Payments to Agency Head
3. Schedule of Compensation Paid to Parish Council Members
4. Schedule of program revenues, expenditures and changes in fund balance for contracts and grants provided through the Louisiana Governor's Office of Elderly Affairs
5. Schedule of program expenditures – budget vs. actual – for contracts and grants provided through the Louisiana Governor's Office of Elderly Affairs
6. Schedule of Expenditures of Federal Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section including transmittal letter
- 2) Statistical Section

Additional information regarding the planned scope and conduct of our audit is attached as Exhibit 1 to this letter.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the President and Members of the St. James Parish Council. We will make reference to Horne CPA's audit of St. James Parish Hospital Service District in our report on your financial statements.

Our audit will comply with the provisions of Louisiana Revised Statute 24:513 and the provisions of the Louisiana Governmental Audit Guide, published jointly by the Society of Louisiana Certified Public Accountants and the Louisiana Legislative Auditor.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. Should such situation arise, we will notify you and the Legislative Auditor.

We will use professional judgment in determining the standards that apply to the work to be conducted. If this engagement will not satisfy the requirements of all audit report users, laws, and regulations, we will notify you as soon as this comes to our attention. We will then submit another engagement letter for your approval that complies with the applicable requirements and will seek approval of the Legislative Auditor for the engagement. We will consider all standards that may apply, but in particular, we will determine whether a different type of engagement is needed based on:

- State of Louisiana's audit law.
- Audit requirements of *Government Auditing Standards*.
- Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) audit requirements for a single audit or program-specific audit when federal award expenditures equal or exceed \$750,000 for the fiscal year.
- Bond requirements, either to issue bonds or as a bond indenture provision.
- Other contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention, and will also notify the Legislative Auditor in writing. We will include such matters in the reports required by *Government Auditing Standards*, the Louisiana Governmental Audit Guide, and the Single Audit Act. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In addition to non-compliance and abuse identified in the paragraph above, we will notify the Legislative Auditor, immediately and in writing, of:

- Any fraud, or illegal acts that are detected during our engagement
- Any client imposed scope restrictions, to include failure to provide the appropriate books and records in a timely manner; or denial of access to appropriate books and records
- Any significant disagreements with the local auditee
- Any change in the scope of the engagement (for example, a change from an audit engagement to a review/attestation engagement), to include all reasons for such change
- Any decision to withdraw from or cancel the engagement, to include all substantive reasons for the withdrawal or cancellation
- Our decision to disclaim the auditor's opinion, or to render an adverse opinion on the financial statements for any reason other than omitted component units.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions.

We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We will not perform audit procedures on the financial information of components who are engaged with other auditors to provide an opinion on their financial statements. We plan to rely on the report prepared by the other auditors for components and will make reference to any component auditor's report in our audit report.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in



scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of St. James Parish's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of St. James Parish's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on St. James Parish's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

You, as a local auditee as defined in the Louisiana Governmental Audit Guide will prepare and sign the Legislative Auditor's [compliance questionnaire](#); adopt it in an open meeting of the local auditee's board (if applicable), and return it to us. We will test the local auditee's compliance with the applicable laws during the performance of our audit, and will report on any matters of noncompliance that are material to the financial statements.

Other Services

We will also assist in preparing the financial statements in conformity with U.S. generally accepted accounting principles and the schedule of expenditures of federal awards, and related notes, and the Federal Data Collection form (SF-SAC) of St. James Parish in accordance with the Uniform Guidance based on information provided by you and information derived from the reporting packet. In conjunction with our assistance with preparing the financial statements, we will prepare certain journal entries necessary to prepare the financial statements, including modified accrual to full accrual conversion entries, reclassification entries and certain others, as well as supporting schedules containing calculations to derive the amounts included in those entries.

In addition, we will assist with the preparation of the Comprehensive Annual Financial Report (CAFR), including the Introductory and Statistical sections, in accordance with the requirements of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.



These non-attest services do not constitute an audit under auditing standards generally accepted in the United States of America or *Government Auditing Standards* and such services will not be conducted in accordance with those standards.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). You are also responsible for ensuring components have addressed the selection and application of accounting principles in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence, and (5) facilitating access to component information, persons at components, or component auditors.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on May 15 following each year end subject to this agreement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the non-audit services identified under the "Other Services" caption of this letter. You will be required to acknowledge in the management representation letter our provision of the non-audit services. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

If management intends to publish or otherwise reproduce the financial statements, and make reference to our Firm name, Management agrees to provide us with printers' proofs or masters for our review and approval before printing. Management also agrees to provide us with a copy of the final reproduced material for our approval before it is distributed.



Electronic Data Communication and Storage

In the interest of facilitating our services to your company, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use Accellion, a collaborative, virtual workspace in a protected, online environment. Accellion allows for real-time collaboration across geographic boundaries and time zones and allows Postlethwaite & Netterville and you to share data, engagement information, knowledge, and deliverables in a protected environment.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. You will also prepare all necessary and requested schedules supporting amounts to be reported in the financial statements, footnotes, and schedule of federal awards, at an agreed upon date.

At the conclusion of the engagement, we will complete the appropriate sections of the Federal Data Collection Form (SF-SAC) that summarizes information regarding the audit, the auditor, and the auditee, including, our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Federal Data Collection Form to the federal audit clearinghouse, but we may assist you in that process. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Federal Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.



Immediately upon completion of the engagement, we will submit the reporting package to the St. James Parish and the Legislative Auditor through its on-line Local Government Reporting System. The reporting package will consist of the financial indicators worksheet, and involves input of certain data fields for contact information of the auditor and auditee, results and findings of the audit, and:

1. An opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with accounting principles generally accepted in the United States and, when applicable, an opinion (or disclaimer of opinion) as to whether the supplemental information, including the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole. The supplemental information will be subjected to procedures as part of our audit in an attempt to provide supplemental information assurance on these schedules as part of our audit report.
2. A report on internal control and compliance with laws and regulations material to the financial statements and, when applicable, major federal programs. This report shall describe the scope of testing of internal control and compliance, the results of the tests, and, where applicable, refer to the separate schedule of findings and questioned costs. The state laws and regulations included in this report shall include all of the compliance matters included in the Louisiana Compliance Questionnaire.
3. A report on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on major federal programs. The report will include an opinion (or disclaimer of opinion) as to whether you have complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on each major program, and, where applicable, refer to the separate schedule of findings and questioned costs.
4. If applicable, a summary schedule of findings and questioned costs.
5. If applicable, a summary schedule of the current status of any prior findings, which you will prepare.
6. Management's corrective action plans, which you will prepare.
7. If applicable, a management letter to convey suggestions and recommendations not suitable for the foregoing reports. We will ask you to respond to any matters included in the management letter and include your response as a part of the issued management letter, or you may place your response to these matters in your corrective action plan.
8. The Statewide Agreed-Upon Procedures Report, in accordance with attestation standards of the AICPA, Government Auditing Standards, and the Louisiana Audit Guide
9. If applicable, the School Board Performance Measures and Agreed-Upon Procedures Report in accordance with attestation standards of the AICPA, Government Auditing Standards, and the Louisiana Audit Guide

Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Management is responsible for distributing the reporting package to the following persons and agencies, as applicable:

- Each member of the local auditee's governing board
- Each Louisiana state agency providing financial assistance to the local auditee



Subsequent to the issuance of the report, should it be necessary to revise and reissue the report, we will notify the Legislative Auditor immediately. We will distribute such revised and reissued report in the same manner and to the same individuals and organizations as the original report.

The audit documentation for this engagement is the property of Postlethwaite & Netterville and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals of our firm will be made available upon request and in a timely manner to the Legislative Auditor, any organization authorized by the Louisiana Board of Certified Public Accountants to perform quality assurance reviews, any federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

Should we become aware of any illegal acts, we will make our engagement documentation available to the local district attorney and/or any other state or federal enforcement or regulatory agency without liability. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Postlethwaite & Netterville personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. We will follow the Louisiana Legislative Auditor's policy regarding confidentiality of audit documentation found in the *Louisiana Governmental Audit Guide* when giving access to audit documentation to any parties other than those previously named individuals and organizations.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency or Oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately mid-April and to issue our reports no later than June 30th following each year end subject to this agreement. Tommy Naquin, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our ability to complete the audit in time for submission to the Legislative Auditor's office by deadline imposed within LA R.S. 24:513 depends on your staff's provision of complete and reasonably accurate general ledgers, records, schedules, and other requested information by the date we begin our audit. If these items are not provided by that date, then we may be unable to meet that deadline. Furthermore, we may need to reschedule our field work to another date, or withdraw from the engagement if a satisfactory date cannot be agreed-upon.

Our fee for audit services will be at our standard hourly rates except that we agree that our gross fees, will not exceed \$90,000, \$92,700, and \$95,500, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) for each of the years ended December 31, 2020, 2021, and 2022, respectively. Our fees for assistance with the preparation of the Comprehensive Annual Financial Report will be at our standard hourly rates except that we agree that our gross fees, will not exceed \$20,000, \$20,600, and \$21,200, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) for each of the years ended December 31, 2020, 2021, and 2022, respectively. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, including provision of the items referred to in the preceding paragraph by the date the audit begins, and the assumption that unexpected circumstances will not be encountered



during the audit. The not-to exceed fee stated above also assumes 2 federal grant programs will be audited as major programs as required by subpart F of the Uniform Guidance. Additional major programs will result in charges of \$7,500 per program.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Any amendments to the not-to exceed amount of the fees will be in writing and signed by both our firm and your agency. Furthermore, Postlethwaite & Netterville’s maximum liability to the St. James Parish, for any reasons relating to services rendered under this letter, except for gross negligence, shall be limited to the amount of fees paid for these services.

Our invoices for these fees are payable on presentation. We may issue a retainer invoice and monthly progress billings once we begin to incur time on the audit.

We reserve the right to withdraw from the engagement without completing services for commercially reasonable causes, including, but not limited to, non-payment of fees, your failure to comply with the terms of this agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. All parties acknowledge and agree that the terms and conditions of this agreement shall be binding upon and inure to the parties’ successors and assigns, subject to applicable laws and regulations.

We appreciate the opportunity to be of service to St. James Parish and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Postlethwaite & Netterville

RESPONSE:

This letter correctly sets for the understanding of **ST. JAMES PARISH COUNCIL**

By:

Title:

Date:

This letter correctly sets for the understanding of the management of **ST. JAMES PARISH**

By:

Title:

Date:

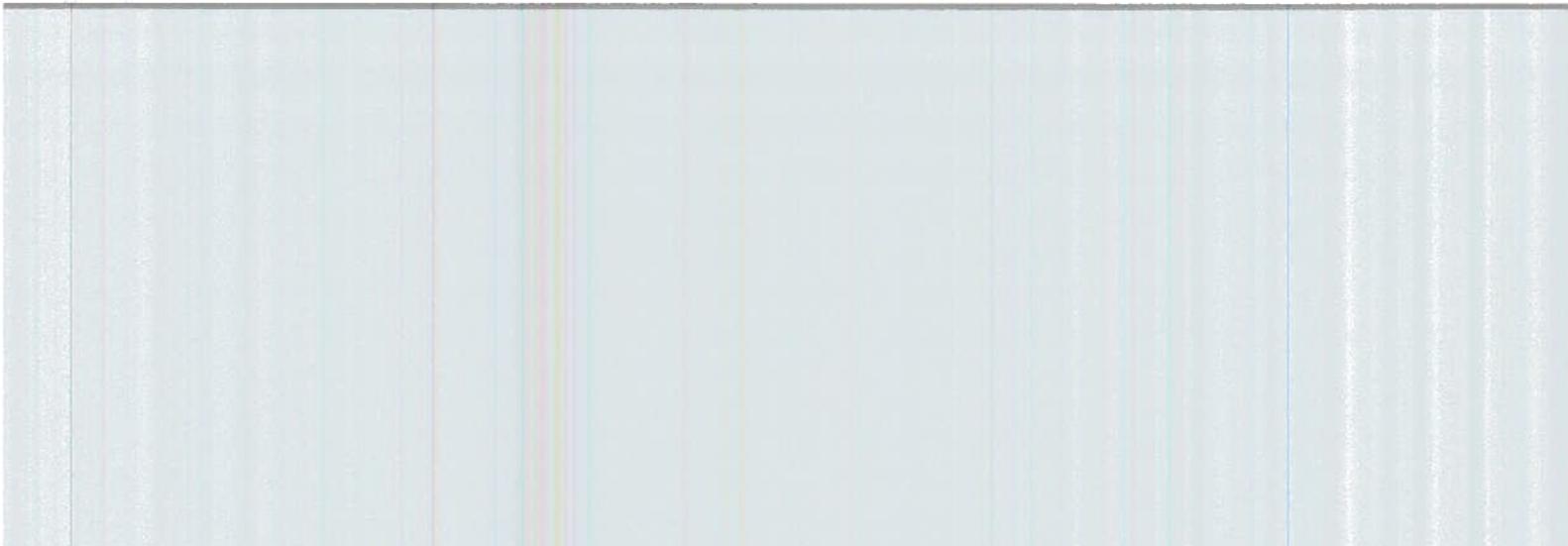


Exhibit 1 to Engagement Letter

This attachment is intended to communicate certain matters related to the planned scope and conduct of our audit of the financial statements described in the accompanying engagement agreement.

Communication

Effective two-way communication between our audit team and those charged with governance (herein referred to as “you” or “your”) is important to understanding matters related to the audit and in developing a constructive working relationship.

We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include information that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of your senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We will also communicate to you (and to management) any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Although we are responsible for communicating specific matters in accordance with the accompanying engagement agreement and this exhibit, management also has responsibility to communicate matters of governance interest to those charged with governance. Communication by us does not relieve management of this responsibility. Similarly, management’s communication to those charged with governance does not relieve us of the responsibility to also communicate them; however, communication of those matters by management may affect the form or timing of our communication. Clear communication of specific matters required to be communicated under generally accepted auditing standards (GAAS) is an integral part of every audit; however, GAAS do not require the auditor to perform procedures specifically to identify other significant matters to communicate with those charged with governance.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. We are not aware of any circumstances that have impaired our independence with respect to our engagement as described in the accompanying engagement agreement.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your business functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by meeting with you (and with management) to obtain an understanding of business objectives, strategies, risks, and performance.

We will obtain an understanding of internal control to assess the impact of internal control on determining the nature, timing and extent of audit procedures, and we will establish an overall materiality limit for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

We will use this knowledge and understanding, together with other factors, to first assess the risk that errors or fraud might cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk (the susceptibility of an assertion relating to an account balance or class of transactions to a material misstatement, assuming there are no related controls); and
- An evaluation of the design effectiveness of internal control over financial reporting and our assessment of control risk (the risk that a material misstatement could occur in an assertion and not be prevented or detected on a timely basis by the entity's internal control).

We will then determine the nature, timing and extent of test of controls and substantive procedures necessary given the risks identified and the controls as we understand them.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the entity's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control. Management is responsible for designing and maintaining an effective internal control environment.

The Concept of Materiality in Planning and Executing the Audit

In planning the audit, the materiality limit is viewed as the maximum aggregate amount of misstatements, which if detected and not corrected, would cause us to modify our opinion on the financial statements. The materiality limit is an allowance not only for misstatements that will be detected and not corrected but also for misstatements that may not be detected by the audit. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Component Audits

The St. James Parish Government is comprised of another component which may be audited separately by another audit team, including those of other audit firms. In forming our opinion of St. James Parish Government, we will make reference to the audit report of the auditors for St. James Parish Hospital Service District component. We have considered the qualifications of the auditor of those components as well as adherence to appropriate the audit and reporting standards by the components' auditor and the component, respectively and believe that our standards allow us to make reference to that audit report.

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 APPLICATION FOR AND ACCEPTANCE OF FISCAL YEAR 2020 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) AND ST. JAMES PARISH COUNCIL AUTHORIZING THE PARISH PRESIDENT AND/OR HIS DESIGNEE TO SIGN, EXECUTE, AND ADMINISTER SAID AGREEMENT AND ALL RELEVANT DOCUMENTS

WHEREAS, the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) has made funds available through the State Homeland Security Grant Program (SHSP) for planning, organization, equipment, training and exercise needs to prepare for, prevent and protect against, respond to, recover from and mitigate against acts of terrorism and other catastrophic events.

WHEREAS, the St. James Parish Department of Emergency Preparedness wishes to participate in the State Homeland Security Grant Program; and

WHEREAS, the South Central Planning and Development Commission (SCPDC) will be the facilitator of said funds; and

WHEREAS, St. James Parish Council authorizes the Administration to seek additional state and federal government funding; and

NOW, THEREFORE, BE IT RESOLVED, that Peter Dufresne, St. James President and/or his designee, is hereby authorized to apply for, sign, accept, execute, and administer the application and use of funds relating to the State Homeland Security Grant Program.

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 30th day of September 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 30th day of September 2020.

Signed at Vacherie, Louisiana, this 1st day of October 2020.

(S E A L)

Linda Hubbell
Secretary



**GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS
STATE OF LOUISIANA**



**DESIGNATION OF
SUB-RECIPIENT POINT OF CONTACT**

The Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) requires each sub-recipient to designate an individual to be the Point of Contact to administer the grant award listed below. The Point of Contact is designated as the Administer of this grant award and is the only person required to submit and/or make adjustments to project applications and submit reimbursement requests and quarterly reports on behalf of the sub-recipient. If a change is required to the designated Point of Contact during the performance period of this grant award, a new Point of Contact Form must be completed and submitted to GOHSEP.

PARISH	ST JAMES	GRANT TITLE	STATE HOMELAND SECURITY GRANT PROGRAM
AWARD AMT	30,573.07	GRANT NUMBER	EMW-2020-00011-S01

POINT OF CONTACT INFORMATION

Name (First and Last)
Julie Foret

Title
Chief Administrative Officer

POC Agency Name
South Central Planning and Development Commission

Address P O Box 1870	City Gray	State LA	Zip Code 70359
Phone Number 985-851-2900	Email Address julie@scpdc.org		

SUB-RECIPIENT INFORMATION

Legal Entity Agency Name *(The Legal Entity may be different from the Sub-recipient POC's agency name, if the POC's agency name is a department/division within the Legal Entity)*
South Central Planning and Development Commission

Tax ID Number 72-0721574	DUNS Number 87028361
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SUB-RECIPIENT FFATA REQUIREMENTS (Please check ONLY one)

This Agency **is Exempt** from the reporting requirements as defined under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (Public Law 110-252).

This Agency **is NOT Exempt** from the reporting requirements as defined under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (Public Law 110-252).
If not exempt, you are subject to completing the following FFATA Reporting Requirements below.

If the FFATA conditions apply, please list the names (first and last) and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year.

This Agency does not meet the conditions to report the 5 most highly compensated officers.

Name (First & Last)	Title	Total Compensation

SIGNATURE OF AUTHORIZED REPRESENTATIVE

By my signature below, I attest that I am the duly authorized representative to sign on behalf of the Sub-recipient participating in this grant and I have designated the individual named above to be the Point of Contact for this grant award.

Printed Name of Authorized Representative (First and Last) Peter Dufresne	Title Parish President
Signature of Authorized Representative	Date



**GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS
STATE OF LOUISIANA**



FFATA Reporting Requirements

Reporting Sub-awards and Executive Compensation

Reporting Requirements under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (Public Law 110-252).

As defined by the OMB, all new Federal awards of \$25,000.00 or more as of October 1, 2010, are subject to FFATA reporting requirements. All sub-recipient must comply with the following:

A. Reporting of first-tier sub-awards.

a. Applicability.

i. Unless you are exempt as provided in paragraph c. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions).

ii. Where and When to Report.

(a) You must report each obligating action described in paragraph a.i. of this award term to the SAA;

(b) For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010).

iii. What to report.

(a) You must report the information about each obligating action to the SAA. The SAA will follow all submission instructions posted at <http://www.fsr.gov>.

b. Reporting of Total Compensation of Sub-recipient Executives.

i. Applicability and what to report.

(a) Unless you are exempt as provided in paragraph c. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

(i) In the sub-recipient's preceding fiscal year, the sub-recipient received:

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards);

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

ii. Where and when to report.

(a) You must report sub-recipient executive total compensation described in paragraph c.i. of this award term:

(i) To the SAA.

(ii) By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

c. Exemptions

i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:



**GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS
STATE OF LOUISIANA**



FFATA Reporting Requirements

Reporting Sub-awards and Executive Compensation

- (a) Sub-awards; and
 - (b) The total compensation of the five most highly compensated executives of any sub-recipient
- d. Definitions. For purposes of this award term:
- i. Entity means all of the following, as defined in 2 CFR part 25:
 - (a) A Governmental organization, which is a State, local government, or Indian tribe;
 - (b) A foreign public entity;
 - (c) A domestic or foreign nonprofit organization;
 - (d) A domestic or foreign for-profit organization; and
 - (e) A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
 - ii. Executive means officers, managing partners, or any other employees in management positions.
 - iii. Sub-award
 - (a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - (b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - (c) A sub-award may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.
 - iv. Sub-recipient means an entity that:
 - (a) Receives a sub-award from the SAA as the recipient under this award; and
 - (b) Is accountable to the SAA for the use of the Federal funds provided by the sub-award.
 - v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - (a) Salary and bonus;
 - (b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (d) Change in Pension Value.
 - (i) This is the change in present value of defined benefit and actuarial pension plans.
 - (e) Above-market earnings on deferred compensation which is not tax-qualified.
 - (f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.00.

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

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

A RESOLUTION ACCEPTING THE CHANGE ORDER FROM UNIQUE CONSTRUCTION LLC FOR THE ADDITIONS OF REMODEL OF THE THIRD FLOOR

WHEREAS, the Parish entered into a contract with Unique Construction on September 2, 2020 for the remodeling of the third floor in an amount not to exceed \$50,000, with the original scope of the project to cost \$48,525.00

WHEREAS an additional area is to be added to the renovation of the third floor,

WHEREAS, the total cost amount for Change Order is an increase in the amount of \$36,875.000; and, total contract is to be \$85,400

WHEREAS, the Change Order was given due and proper consideration:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the Change Order is hereby accepted, and that Peter A. Dufresne, St. James Parish President and/or his designee, is hereby authorized to sign, execute and administer all documents between Unique Construction LLC and St. James Parish Government.

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

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

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

Signed at Vacherie, Louisiana this 1st day of September 2020.

(S E A L)

Linda Hubbell
Secretary

Unique Construction llc
 40038 summerbrooke ave
 LA 70769

Invoice

Date	Invoice #
9/18/2020	42

Bill To
ST JAMES PARISH GOVEMENT Utilities Office P.O.Box 667 2600 Hwy 20 Vacherie, La 70090

Description	Amount
CHANGE ORDERS FOR (3) FLOOR REMOLDING PROJECT	
ADDITIONAL WORK	
1. STEP A) DEMO APPROX 1,265 SQ FT OF ACOUSTIC DROP CEILING.	0.00
2. STEP B) DEMO ALL 2' X 4' FLUORESCENT LIGHTS	0.00
3. STEP C) DEMO APPROX 1,265 SQ FT OF CARPET, VCT FLOORING AND VINYL BASE.	0.00
4. STEP D) PRIME ALL WALLS WHERE NEEDED WITH TWO COATS OF BEAR INTERIOR PAINT.	0.00
5. STEP E) APPLY TWO COATS OF SATIN INTERIOR BEAR PAINT (COLOR TO BE PICK OUT BY COMPANY)	0.00
6. STEP F) INSTALL APPROX 1,265 SQ FT OF NEW ACOUSTIC DROP CEILING	0.00
7. STEP G) INSTALL NEW METAL A/C VENTS WHERE NEEDED.	0.00
8. STEP H) INSTALL APPROX 1,265 SQ FT OF NEW COMMERCIAL CARPET SQUARES.	0.00
9. STEP I) INSTALL NEW VINYL BASE WHERE NEEDED.	0.00
10. STEP J) CHANGE ALL LIGHT AND PLUG SWITCHES IN EACH ROOM TO NEW COLOR.	0.00
11. STEP K) INSTALL (24) NEW FLUORESCENT LIGHTS WHERE NEEDED.	0.00
ADDITIONAL WORK PHASE ONE	
1. STEP A) PREP AND PRIME ALL WOODEN PANELING WHERE NEEDED.	0.00
2. STEP B) PAINT ALL WOODEN PANELING WITH TWO COATS OF BEAR INTERIOR PAINT.	0.00
3. STEP C) FABRICATE INTERIOR WALL WITH NEW 30" INTERIOR DOOR AND HALF MOON WINDOW FOR CUSTOMER SERVICE.	0.00
ESTIMATE INCLUDES ALL MATERIAL, LABOR AND 40 YARD DUMPSTER RENTAL	36,875.00
Thank you for your business.	Total \$36,875.00

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

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

A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN A CONTRACT WITH PG CONSULTING, LLC FOR CERTAIN INFORMATION TECHNOLOGY SERVICES

WHEREAS, assistance is needed by St. James Parish Information Technology for a knowledge base and support; and,

WHEREAS, Information Technology long and short-term milestones and benchmarks need to be identified; and,

WHEREAS, the Scope of services to be provided under the contract will be defined through Exhibit A attached to the contract signed by both parties; and compensation to the provider for these services shall be a monthly recurring charge of \$4,534.08 and said additional fees as set forth in the attached contract.

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to sign and execute a contract for a thirty-six (36) month period between St. James Parish and PG Consulting, LLC, pending legal review, approval, and agreement of liability.

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 30th day of September 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 30th day of September 2020.

Signed at Vacherie, Louisiana, this 1st day of October 2020.

(S E A L)

Linda Hubbell
Secretary

Managed Service Agreement

Provided By



Confidentiality Notice

This Proposal is intended exclusively for the individual or entity to which it is addressed. This Proposal contains information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain copy or disseminate this document or any part of it. If you have received this Proposal in error, please notify the sender immediately and dispose all copies. This Proposal is for informational purposes only in as much as to make an informed decision. (Your Business Name) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, not specifically included in this proposal.

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SLA Introduction

Company: PG Consulting, LLC ("Company")
 Company Address: 9562 Silverbell Place. Westwego La 70094
 St James Parish Government: St James Parish Government ("Client")
 Client Address: 5800 Hwy 44, Convent LA 70723
 Effective Date: 10/01/2020 ("Effective Date")

This Service Level Agreement ("SLA" or "Agreement") by and between St James Parish Government , herein referred to as Client or the Client, and PG Consulting, LLC hereinafter referred to as Service Provider or the Service Provider , each as identified above and located at the indicated addresses, is effective as of the date specified above. Additionally, this Agreement will not supersede any current processes, procedures or agreements unless stated explicitly herein.

WHEREAS, Service provider is a provider of Information Technology Services Solutions;

WHEREAS, Client desires to contract with Service Provider for the provision of the Service Provider Information.

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Period of Service and Automatic Renewal

This Agreement shall be effective as of the date of this Agreement, execution by CLIENT unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of thirty six (36) months at pricing consistent with rates established in section 1.0 coverage summary. CLIENT and Service Provider reserve the right to review this agreement quarterly and assess its success. Any necessary changes to the term predicated on assets will be made to agreement Addendums as needed and represented by addendum.

This Agreement shall renew automatically at the end of the prior Agreement term for a period of twelve (12) months unless Service Provider or the Client affirmatively terminates it in accordance with the conditions set forth in this Agreement. Renewal pricing will remain consistent with rates established in section 1.0 Coverage Summary.

Limitation of Liability

~~In no event shall Service Provider be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.~~

The Service Provider shall not be responsible to Client for loss of use of the IT Environment or for any other liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance which have been made to the IT Environment other than by authorized representatives of the Service Provider.

~~Neither Party shall be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise – to the other if it breaches any of its obligations under this Agreement (or arising therefrom) for any loss suffered by the other Party in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.~~

~~The total liability of the Service Provider – whether in contract, tort (including negligence), breach of statutory duty or otherwise – for any and all breaches and/or non-performance of its obligations or liability under this Agreement shall be limited to the total Fees payable by the Client. Further, if any collection action litigated or otherwise, is necessary to enforce the terms of this Agreement, Service Provider shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.~~

~~Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury or any other liability which cannot be excluded by law.~~

~~No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.~~

Modification or Termination of Agreement

The Service Provider reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, service adjustments, service enhancements, as well as modify this Agreement (or any portion thereof) with a thirty (30) day notice.

The Client may request, in writing to the Service Provider, modifications to this agreement (or any portion thereof). The Service Provider will implement any reasonable requested modifications within 30 days of receiving such written request from the Client.

The Service Provider reserves the right to refuse or suspend service under this Agreement in the event CLIENT has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties.

This Agreement may be terminated by the Client upon ninety (90) day's written notice if the other Party:

- I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within ninety (90) days of receipt of such written notice.
- II. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice.
- III. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of services to another designated provider. Service Provider acknowledges that all Client data and information stored on PG Consulting, LLC -owned hardware is the sole property of the Client. If this

agreement is terminated, all Client data and information will be returned to the Client in a usable format. Client agrees to pay Service Provider the actual costs of providing such assistance. The Service Provider will also provide the Client with a final set of monthly reports on the Client's IT environment.

Terms of Service

The headings within this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

This Agreement shall be governed by the laws of the State of Louisiana. It constitutes the entire Agreement between Client and Service Provider for monitoring, maintenance, and service of all covered IT Assets, locations, and other coverages listed herein.

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement. The Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Client agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, the Client will not recruit or hire any employee, agent, representative or subcontractor of The Service Provider, nor will the Client directly or indirectly contact or communicate with the Service Provider's Personnel for the purpose of soliciting or inducing such Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than the Service Provider; or (b) to provide services to the Client or any other person, firm or entity except as an employee or representative of the Client. The Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, the Service Provider, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, the service provider disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. The Service Provider does not warrant that use of software or products furnished by the Service Provider will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

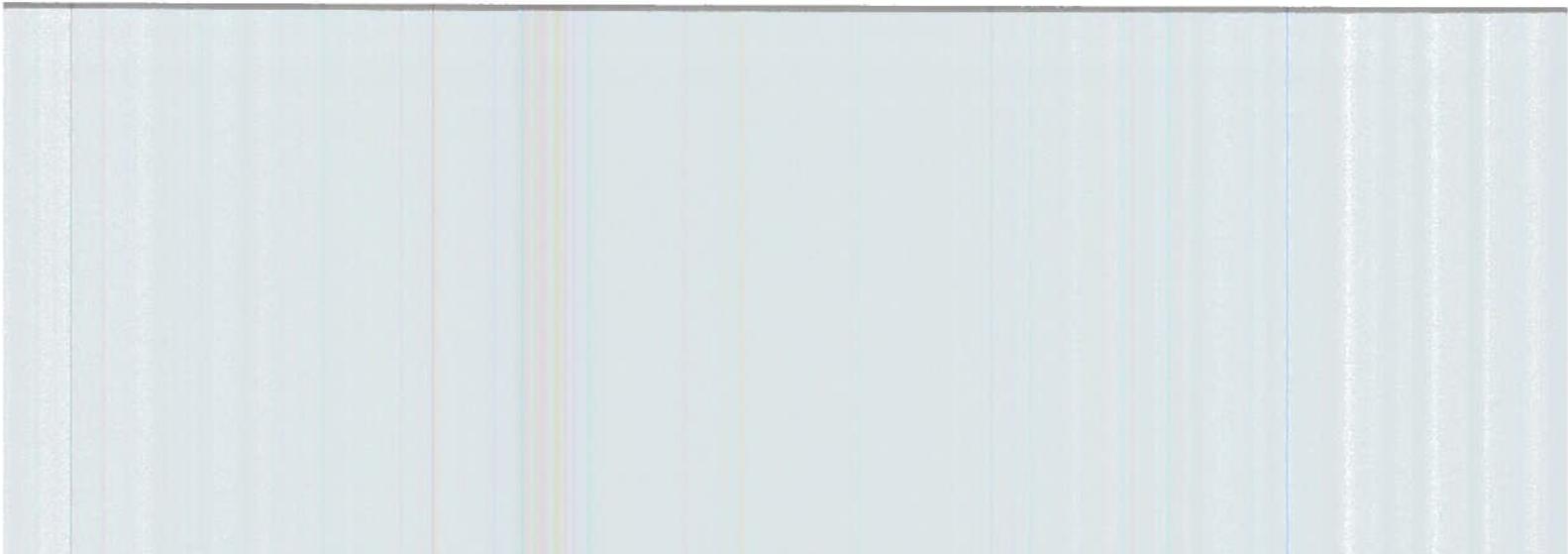
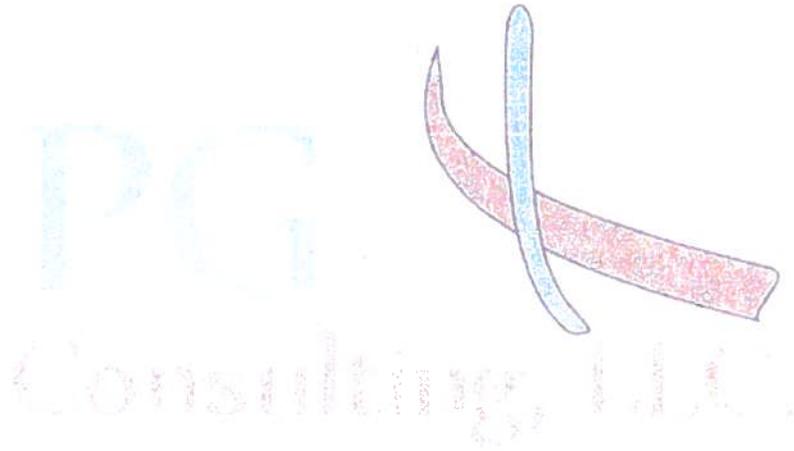
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Confidentiality & Non-Disclosure

The Service Provider and its agents may use Client information, as necessary to or consistent with providing the contracted services. Service Provider acknowledges that through its relationship with Client, service provider may become aware Confidential Information or trade secrets proprietary to Client. Service Provider agrees to protect and not to disclose or otherwise make available Client's Confidential Information and/or trade secrets. Service Provider shall take appropriate action by instruction, agreement, or otherwise with any respect to Service Provider's

employees who are permitted to access Client's Confidential Information and trade secrets. In order to fulfill Service Provider's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by Service Provider and not released to third parties without written consent from the Client.

Confidential Information shall mean information, whether oral or written (including information provided in electronic format), provided by Client, or received by Service Provider by virtue of the relationship created from this Agreement, provided that such information shall not be Confidential Information if the information provided (i) is known to the trade or public at the time of its disclosure, (ii) becomes generally available to the trade or public other than as a result of PG Consulting (iii) was in the possession of Service Provider in a non-confidential basis prior to its disclosure, (iv) was disclosed to Service Provider by a third party not reasonably known by Service Provider to be under an obligation of confidentiality, (v) was disclosed pursuant to a legal or regulatory requirement, or (vi) was disclosed with the written consent of Client.



1.0 Coverage Summary

	Quantity	Unit Price	Line Total
Network Managed Hardware			
Connect Dual Monitor Desktop	218	\$165.00	\$35,970.00
Connect Dual Monitor Laptop	-	\$165.00	-
Connect 4G LTE Ultrabook/ surface	-	\$175.00	-
User Connected Client	-	\$49.99	-
Connect Network Router	7	\$49.99	\$349.93
Connect Wireless Access Point	32	\$14.99	479.68
Connect Backup Management and Disaster Recovery	-	\$99.99	-
Connect 28 port POE Switch	29	\$39.99	\$1,159.71
Connect 52 port POE Switch	7	\$49.99	\$349.93
Connect Virtualized Server	28	\$499.99	\$13,999.72
Next Business Day Replacement Warranty	-	-	-
Microsoft Office 365 full download applications	-	-	-
Contact Center Agent	12	\$175.00	\$2,100.00
Total Hardware/Services			\$54,408.94
<small>**All Network managed Hardware Includes All Line Items in Sections Listed Below *Estimated</small>			
Expanded Workstation/Server Coverages			
Unlimited 24x7 System Monitoring with On/ Off site support		\$65.00	-
Automated Maintenance with Workstation Performance Optimization	-	Included	-
Antivirus, Web Content and Security Software Management	-	Included	-
Microsoft and 3rd Party Patch Management	-	Included	-
Software Management	-	Included	-
Network Attached Peripherals Management (Printers, postage meters, time clocks, etc.)	Included	Included	-
User Centric Coverages			
Helpdesk Services		Included	-
System Engineer Solutions & services		Included	-
File sync and share for remote file share access	N/A	N/A	-
Email Encryption	N/A	N/A	-
Office 365 Email with enhanced Email spam filter	-	\$20.00	-
Supportive and Advisory IT Services			
Vendor Management	Included	Included	-
Cloud Services and Office 365 Management	Included	Included	-
IT Policy Management	Included	Included	-
IT Asset Management and Procurement Services	Included	Included	-
IT Training Services	Included	Included	-
Total Monthly Recurring charges			\$4,534.08

?

Do we have to pay this also?

1.1 Hours of Coverage

Hours of Coverage	Included Service On Covered IT Asset		Out of Scope	
	Remote	Onsite	Remote	Onsite
Business Hours Monday – Friday, 8:00am – 5:00pm	Included	Included	N / A	N / A
After Hours Monday – Friday, 5:00pm – 11:00pm	Included	Included	N / A	N / A
Nights and Weekends Monday – Friday, 11:00pm – 8:00am Friday 11:00pm – Monday 8:00am	Included	Included	N / A	N / A
Holidays As listed in Observed Holidays	Included	Included	N / A	N / A

Observed Holidays					
New Year's Day	Memorial Day	Independence Day, US	Labor Day	Thanksgiving Day	Christmas Day
January 1 st	Last Monday in May	July 4 th	1 st Monday September	4 th Thursday in November	December 25 th

1.2 Service Level Expectations

Helpdesk Service Level Expectations*				
	Severity 1 Critical	Severity 2 High	Severity 3 Medium	Severity 4 Low
Business/Financial Risk	Catastrophic exposure	Major exposure	Moderate exposure	Minimal exposure
Work Stoppage	Full; All work has ceased.	Significant; Most work has ceased.	Some; Some work has ceased.	Minor; Little work has ceased.
Percentage of End Users Affected	75 – 100%	30 – 75%	15 – 30%	0 – 15%
Workaround	None acceptable	Semi-acceptable; Short term	Acceptable; Medium term	Acceptable; Medium term
Response Time	1 hour or less	2 hours or less	8 hours – 1 business day	8 hours – 1 business day
Resolution Time	24 hours or less from first response	36 hours or less from first response	5 business days or less from first response	90 business days or less from first response

*There may be situations that don't fit these definitions perfectly.

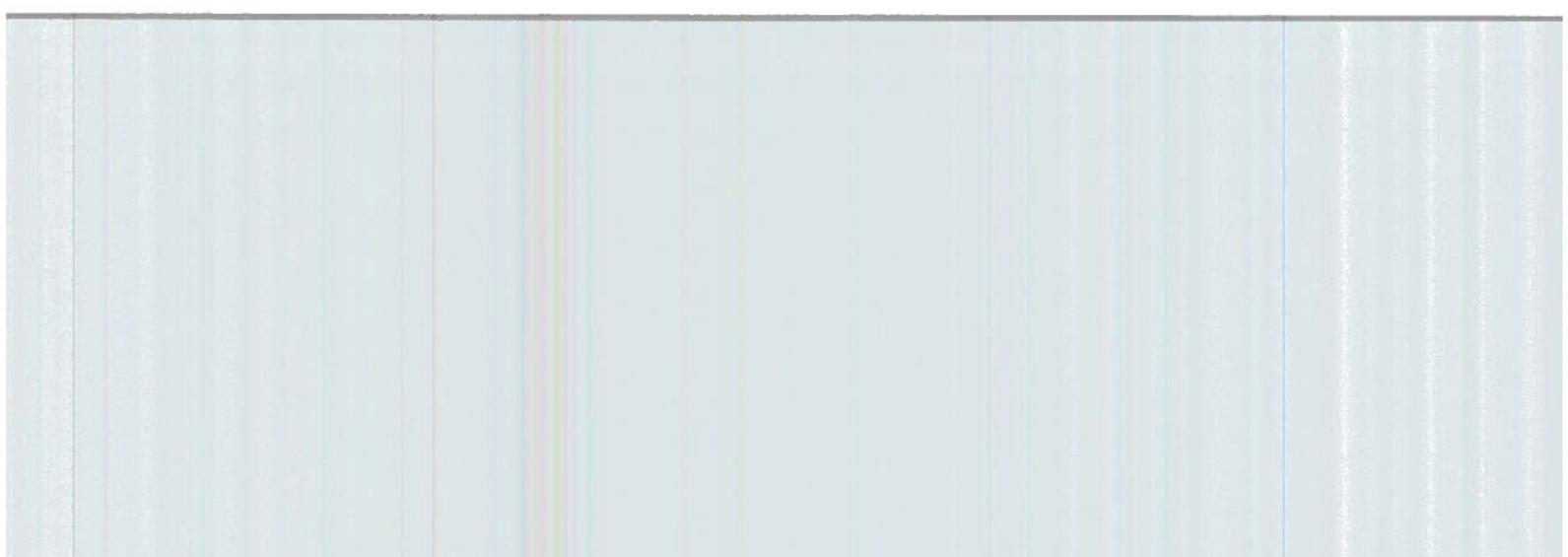
1.3 Support Tiers

Support Tiers	
SUPPORT TIER	DESCRIPTION OF SUPPORT ESCALATION
Tier 1 Support (Service Desk)	All support incidents begin in Tier 1 in the PG Consulting, LLC Service Desk, where the initial trouble ticket is created; the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated for single user issues. Immediate escalation occurs if it is identified that the issue is affecting multiple users.
Tier 2 Support (Service Desk/ System Engineers)	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers with experience in both single user issues and multiple user network issues.
Tier 3 Support (VCIO)	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 the PG Consulting, LLC VCIO, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendors) Support Engineers to resolve the most complex issues.

1.4 Service Escalation Process

Service Escalation Process
1. Support Request is Received (By Tray, E-mail or Phone Request)
2. Trouble Ticket is reviewed
3. Issue is Identified and documented in Ticketing System
4. Priority is established, and immediate escalation occurs if necessary
5. Issue is qualified to determine if it can be resolved through Level 1 Support (if not the matter is escalated)
6. Issue is reviewed to determine if direct contact is with client or vendor is required to resolve
7. Issue is reviewed to identify if work can be done remotely or if an onsite visit is required
8. Contact is made either via email or phone to identify when the affected user is available to work with the issue
9. Level 1 Help Desk – issue is worked to successful resolution
10. Level 1 Help Desk – Quality Control, issue is verified to be resolved
11. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System
If Issue Cannot Be Resolved Through Tier 1 Support:
12. Issue is escalated to Tier 2 Support all notes and conditions are transferred with the service ticket
13. Issue is qualified to determine if it can be resolved by Tier 2 Support (if not the matter is escalated)
14. Tier 2 Resolution - issue is worked to successful resolution
15. Tier 2 Quality Control –Issue is verified to be resolved

16. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System has been performed
If Issue Cannot Be Resolved Through Tier 2 Support:
17. Issue is escalated to Tier 3 Support all notes and conditions are transferred with the service ticket
18. Issue is qualified to determine if it can be resolved through Tier 3 Support (if not the matter is escalated)
19. Quality Control –Issue is verified to be resolved
20. Tier 3 Resolution - issue is worked to successful resolution
21. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
22. Tier 3 Resolution - issue is worked to successful resolution
23. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
If Issue Cannot Be Resolved Through Tier 3 Support:
24. Issue is escalated to VCIO Support
25. Issue is qualified to determine if it can be resolved through VCIO Support
26. VCIO Resolution – issue is worked to successful resolution
27. Quality Control – Issue is verified to be resolved.
28. Trouble ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
29. If issue is unresolved Issue is escalated to Vendor Support, in deciding the best course of action for the service issue at hand. Issue is given the final course of action, in choosing the best option for resolution



2.0 General Coverage Provisions

2.1 Covered IT Assets and Client Locations

For purposes of this Agreement, the covered IT Environments and IT Assets shall include all locations and IT assets as outlined in Section 1.0 Coverage Summary. The specific IT Asset and location details are recorded in the Service Provider's Remote Monitoring and Management (RMM) and/or Professional Services Automation (PSA) tools.

If the Client desires to relocate, add or remove locations, the Client shall give notice to the Service Provider of its intention to relocate sixty (60) days in advance. The Service Provider reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the Client. Such right includes the right to refuse service to the IT environment at the relocation and/or new site.

Covered Locations do not include any on-site services unless explicitly indicated herein. Even covered on-site services at covered locations may incur an on-site fee as detailed in Section 1.0 Coverage Summary.

It is expected that changes will be made to the configuration of the IT environment over time. Events causing such changes may include hiring of new personnel, addition of IT assets, and physical movement of components. Adjustments to the IT Assets covered by this agreement will require an addendum to this Agreement and may adjust the monthly cost of service. At the Service Provider's discretion new IT Assets can be added to coverage and the cost of services will adjust the client's monthly charges, initially being prorated on the first invoice received post addition.

Any additional IT Assets added to the IT environment without the consent or acknowledgement of the Service Provider will not be honored or supported by the Service Provider under this agreement. The Service Provider reserves the right to renegotiate service terms with respect to any addition of IT Assets by the Client.

It is expected that the use of auxiliary devices with covered IT assets may be necessary for Client. No support or service is included for any undocumented auxiliary devices unless detailed in Section 1.0 Coverage Summary and/or Appendix 3 of this Agreement. Any and all auxiliary devices that require coverage must meet the Service Provider's serviceability standards, be supported and warranted by the manufacturer/vendor, and be in reasonable condition. Any coverage of auxiliary devices may adjust the monthly cost of service. It is at the sole discretion of the Service Provider to cover these devices at an agreed upon monthly rate.

2.2 Conditions for Service

The CLIENT IT Environment is eligible for service, monitoring, and support under this Agreement provided it is in good condition and the Service Provider's serviceability requirements/standards as defined and site environmental conditions as defined herein are met.

2.2.1 Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. All Wireless data traffic in the environment must be securely encrypted.
8. There must be an outside static IP address assigned to a network device, allowing VPN access.
9. All workstation and network equipment must be newer than three (3) years old and no older than three (3) years. Servers must be newer than five (5) years old and no older than five (5) years old. All equipment must be covered by a manufacturer's warranty.

The Service Provider reserves the right to inspect the IT Environment upon the commencement of the term of this agreement for the purpose of assessing and documenting the state of the IT Environment. Unless stated otherwise, said assessment shall be included as part of the Onboarding process outlined in Section 4.2 Onboarding Process.

The Service Provider reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any Service Provider representative.

Coverage for existing IT Assets under this Agreement are contingent upon:

1. The IT Assets meet the Service Provider's serviceability standards defined in Appendix 3
2. For remote service, a covered IT Asset must have the Service Provider's RMM agent installed and be remotely accessible over a reliable internet connection.
3. The IT Asset's physical condition, physical configuration, and/or digital configuration are supported by the manufacturer or vendor.
4. The IT Asset's physical condition, physical configuration, and/or digital configuration remains economically reasonable for service.
5. For onsite service, the covered IT Assets are at a covered and serviceable location listed in Section 1.0 Coverage Summary.

2.2 Included Services

The services covered by this agreement and provided by the Service Provider are defined in Appendix 3 and outlined in Section 1.0 Coverage Summary. Any and all services not defined within Appendix 3 and outlined in Section 1.0 Coverage Summary will be considered uncovered and are subject to the out of scope/uncovered terms, fees, and conditions defined within this Agreement.

Any additional work to be performed must be pre-approved in writing by the Client.

(BOLD) (Underlined)

2.4 Included Service Hours and Days

Unless otherwise stated herein, all services covered by this Agreement shall be provided during regular business hours, excluding holidays, unless otherwise specified in Section 1.0 Coverage Summary or Appendix 3.

Out of hours services and support can be provided at the Service Provider's discretion to cover early/late shifts, nights, weekends, public holidays, and otherwise out of scope service hours and days. These services are contingent upon the Service Provider's availability of its representatives, according to the terms and conditions set forth in this Agreement. All out of hours services are considered out of scope and are subject to the fees and terms of this Agreement and within Section 1.0 Coverage Summary.

2.5 Included On-site Services

The Service Provider strives to provide remote service because it is less invasive to the end user, has faster turnaround, and helps the Service Provider control its costs. The Service Provider will offer on-site service when:

- Physical movement or configuration of IT Assets is necessary
- Remote accessibility is limited
- Service Provider's representative expects that an on-site repair to be faster.

The specific on-site coverages, rates, and any on-site 'dispatch' fees provided under this Agreement are defined in Section 1.0 Coverage Summary.

The Service Provider reserves the right to refuse requests for an on-site resource when the incident can be addressed remotely with reasonable effort and involvement from the Service Provider and/or Client.

It is at the sole discretion of the Service Provider to determine if an on-site 'dispatch' of a Service Provider's representative is necessary to resolve a monitor alert, service or support request.

In the event that the Client would like a representative from the Service Provider to come on-site and the Service Provider believes that the incident can be addressed remotely, on-site out of scope rates and dispatch fees as defined in Section 1.0 Coverage Summary will apply.

On-site 'dispatch' fees are designed to help the Service Provider manage its representatives travel costs. They are determined by distance, time, tolls, parking fees, and other environmental factors and the specifics for each Client site are defined in Section 1.0 Coverage Summary. This fee is applicable each time a representative from the Service Provider visits the client site to address a monitor alert, service or support request unless otherwise agreed by the Service Provider.

The Client has the right to refuse any and all on-site services, even those the Service Provider determines are required to address a Client support/service request or monitor alert. In the event the Client refuses on-site services that are determined to be necessary by the Service provider, the client agrees that any and all required service levels and coverages that apply to that request under this agreement will no longer apply.

Included services may have pre-requisites, conditions, serviceability standards, and other requirements that must be met before the service can be completely effective. The costs associated with any/all of these requirements, conditions, pre-requisites, and serviceability standards will not be covered by this Agreement unless otherwise noted herein. For the specific coverages please see the detailed coverage details in the Appendix 3 Groups Section.

2.6 Network Managed Hardware Coverage

Client agrees to a three-year minimum participation obligation upon signing this agreement. Should client wish to cancel service agreement prematurely during the first three years or at the end of the three year term, PG Consulting, LLC will negotiate with Client for a buyout of equipment upon cancellation. For any assets identified in the Network management portion of Section 1.0 Coverage Summary. Upon maturity of the agreement, replacement hardware will be deployed automatically.

Client agrees that all equipment listed on Proposal will remain sole property of PG Consulting, LLC with security interest and will not attempt to sale, resale, tamper, troubleshoot, repair, move, add, etc. to this equipment without written permission of PG Consulting, LLC. Should this contract terminate by either party, client agrees to return the property listed in Proposal to PG Consulting, LLC within 10 days after the final cancellation date. Customer further acknowledges and gives permission to PG Consulting, LLC to seize equipment listed in Proposal from location listed in event of contract termination after 10 day grace period, and agrees to compensate PG Consulting, LLC for expenses accrued during the seizure process.

Client agrees and understands that PG Consulting, LLC Equipment is to be maintained completely by PG Consulting, LLC. Any tampering, repair attempt or service completed by another party on the equipment listed in Proposal will result in the immediate cancellation of this agreement.

Client agrees to make all logical and earnest attempts to keep equipment safe, secure and protected while in their possession. Client agrees to keep and possess current insurance on equipment listed in Proposal while in their possession. Client further agrees to be responsible for any and all costs for the repair or replacement of the equipment listed in Proposal while in their possession should it be damaged or ill-repaired by a third party.

Written notice, by certified letter, of a cancellation request must be made by either party thirty (30) days prior to the change. PG Consulting, LLC reserves the sole right to change this agreement in any capacity with a thirty (30) day written notice to the client. This agreement will automatically annually renew unless canceled.

Total payment of the clients account to the Service Provider accompanying, the notice of cancellation. Where possible PG Consulting, LLC will negotiate with Client for a buyout of equipment upon cancellation. Verbal notification and confirmation of the Service Provider and Client informing of the cancellation must also follow the written notice of cancellation. Service Provider acknowledges that all Client data and information stored on PG Consulting, LLC -owned hardware is the sole property of the Client. If this agreement is terminated, all Client data and information will be returned to the Client in a usable format.

2.7 Network Managed Backup System Coverage

The Service Provider agrees to provide the client with priority service on the products registered only in Section 1.0 Coverage Summary. This service provides priority response time that includes the following:

- Management and Verification of data back up
- Custom Near line Disaster Recovery Plan with storage encrypted end to end
- Secured Backup and Storage on and off site of client location

- Onsite backup of server assets every 2 hours to PG Consulting, LLC Network Managed Backup Appliance.
- Nightly shipments of offsite data stored in PG Consulting, LLC Private Cloud
- PG Consulting, LLC private cloud located in a Certified data center with location at (address here)
- Offsite Data fidelity tested daily with verification and alerting sent to PG Consulting, LLCRMM
- Backups classified as Daily, Weekly, Monthly and Yearly and retained in compliance with HIPPA and IRS regulations
- Quarterly test virtualization of data completed at offsite location.
- Contract does not include any applicable annual subscription or license fees
- Contract does not include any applicable fees for active use of PG Consulting, LLC servers post restoration.

2.8 General Coverage Exclusions

In addition to other limitations and conditions set forth in this Agreement, this agreement does not cover any work, services, products, licenses, costs, or fees unless explicitly detailed herein. Any and all out of scope requests, services, or costs must be defined in a separate agreement or Addendum and are subject to the terms, conditions, and fees detailed Section 1.0 Coverage Summary.

This Agreement does not cover any costs, expenses, or fees not detailed herein. Some uncovered costs include but are not limited to:

1. The cost to bring the Client's IT Environment up to the Service Provider's serviceability Standards.
2. The cost of any IT Assets, replacement parts, equipment, or shipping charges of any kind.
3. The cost of any software upgrades, renewals, or licenses.
4. The cost of any 3rd Party Vendor or manufacturer's support, service fees, incident fees, assurance fees.
5. The cost of any and all IT Assets classified as consumables. (toner, ink, service kits, etc.)
6. Service on parts, equipment, or software not covered by vendor manufacturer warranty or support.
7. Service, repair, and support made necessary by the alteration or modification of equipment other than that authorized by the Service Provider, including but not limited to configuration adjustments, software installations, upgrades, or any modifications of IT Assets made by anyone other than the Service Provider.
8. Any and all service, maintenance, and support for IT Assets not covered by this agreement including but not limited to software, hardware, or infrastructure.
9. Travel to and from uncovered locations and covered locations where travel time and distance exceed limitations and any applicable fees will be listed in Section 1.0 Coverage Summary.
10. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
11. Any and all services not defined within Appendix 3.
12. Project work.
13. The cost to repair, replace, or service IT Assets damaged accidentally or maliciously.
14. IT Assets with damage induced to equipment by environmental extremes. (Water, lightning, etc.)
15. The cost to replace stolen or missing IT Assets.

16. Restoration of lost data caused by inadequate backups, uncovered or unsupported backups, systems/hardware failure is outside the scope of this agreement.
17. Data is not covered and is always considered outside the scope of this agreement.

IT Services and support can experience issues with software, applications, hardware and other IT Assets that are unexpected and uneconomic or excessively timely to address. In the event that a timely and/or economical repair is not possible the Service Provider will recommend a work-around, a replacement, an additional service, or project to alleviate the issue. The recommendation the Service Provider offers will only be covered by this Agreement if defined explicitly herein and may incur fees or other out of scope charges to be mutually agreed on by the Service Provider and the Client before work is completed.

The Service Provider reserves the right to claw back any and all charges or fees foregone in error. Any and all claw backed foregone charges or fees will be submitted to the Client on the first (1st) of the month with their invoice. E.g. In the event the Service Provider discovers that a client's support request was caused by a malicious end-user at the Client's site after investing several hours to address the issue, that incident will not be considered covered under this Agreement and those hours will be charged to the client according to the terms and conditions specified within this Agreement.

Client approval for any and all uncovered services/incidents is necessary when the charges or fees for those services exceed 10% of the client's covered base monthly charges, unless otherwise detailed within this Agreement.

The Client agrees to pay any and all service/incident charges that do not exceed 10% of the client's covered base monthly charges without providing formal approval.

- In the event that the Client incurs multiple individual charges that do not exceed 10% of the Client's covered base monthly charges but collectively exceed 25% of the Client's base monthly service charges, Client approval becomes required for any/all additional uncovered expenses for the remainder of that service period (month).

2.9 Included Service Levels

The Service Provider strives to provide the service levels defined within this Agreement. General Service levels are defined in in Section 1.0 Coverage Summary and Service Levels specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

Any and all conflicting service levels or service level exceptions detailed within Appendix 3 will supersede the general service levels and exceptions defined within Section 1.0 Coverage Summary.

Priorities that determine the response and resolution time's targets are defined using the following characteristics:

- Business and financial exposure (Cost)
- Percentage of end-users at Client affected (Impact)
- How debilitating the incident is for end-user and the Client (Severity)
- Is there a workaround available?

The Service Provider recognizes that some requests, even those with minimal impact or severity could be urgent for the Client or end-user. The Service Provider will provide best effort to accommodate these incidents but cannot guarantee an adjustment to the agreed upon service levels defined within this Agreement. All urgency driven prioritization of requests are at the sole discretion of the Service Provider.

The response and resolution times defined within this Agreement behave like timers (e.g. like a stop-watch) and are tracked and managed within the Service Provider's ticketing system. The following conditions and behaviors apply to the service level response/resolution time timers:

- The response and resolution time timers begin to track time when the ticket is created within the Service Provider's ticketing system.
 - Emails are not guaranteed to open tickets immediately, but they will typically be opened within 5 minutes of emailing.
 - Opening tickets with the tray icon is the preferred and immediate method of submitting requests.
- During periods when the Service Provider is working with or waiting for vendors/manufacturers, or the Client to make progress on a client request the timers are paused. The Service Provider will continue to follow up with and escalate requests with vendors, manufacturers, and/or the Client to ensure resolution of the request.
- Any and all service level timers for requests that are reliant on a 3rd party and are not within the control of the Service Provider to resolve will remain paused until the responsible party shifts back to the Service Provider.
- The timers will be paused outside the covered hours defined in Section 1.0 Coverage Summary.

2.9.1 General Service Level Exceptions

Exceptions to the service levels provided as part of this Agreement are not applicable with the following situations:

1. In the event the Service Provider is working remotely with a Client's end user who is not identified as the on-site technical contact and lacks the necessary technical aptitude to work with the Service Provider's technician efficiently.
2. Service and support requests that that require or are resolved by organizations other than the Service Provider are excluded from any/all service levels defined within this Agreement.
3. All service levels defined within this Agreement are not applicable for the first 90 days of this Agreement while the Service Provider works with the Client to onboard them to their services.
4. Service levels defined within this Agreement do not apply to any and all uncovered, out of scope, after hours, overnight, or excluded services as defined within this Agreement.
5. Service levels defined within this Agreement do not apply to any and all services provided on an Observed holiday as defined within this Agreement.

Service Level exceptions specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

3.0 Service Process

3.1 Requesting Support

Any and all Client end-users are authorized to request service using the processes and provisions detailed within this Agreement unless otherwise noted herein.

3.1.1 General Information to Include with Request

When you call, email, or submit a request using any approved method below ensure that you include the following detailed and complete information:

- Your name and location and where and how to contact you in case of a problem
- A description of the problem including any error messages or actions being taken at the time the problem occurred
- The impact, severity and urgency of the problem
 - What is the business and financial effect? (How costly?)
 - How many users is it affecting? (How impactful?)
 - Can the end-user(s) remain productive or are they halted? (How severe?)
 - Do the end-user(s) have a viable workaround currently?
 - How urgent is the request?
- Any relevant applications and versions you're working with
- Any changes made recently

3.1.2 Requesting Support during Regular Business Hours (8am-5pm)

It is expected that the monitoring software provided by the Service Provider will identify problems with the Client's IT assets and environment prior to the Client's end-users. In the event problems are first noticed by the Client, they are to be reported in one of the following manners:

- If the Client has an existing IT support phone extensions and email addresses, the Service Provider with best efforts will work with the Client's systems to forward requests to the Service Provider's systems. The Client can then use existing phone extensions and email addresses to request support.
- For requests of high importance, cost, severity, impact, and/or urgency please:
 - a. The on-site technical contact defined in Appendix 2 is the only contact that can open critical tickets unless otherwise specified within Appendix 2.
 - b. Contact the Service Provider over the phone at: (985) 513-4109 or;
- For less critical requests please:
 - a. Use the Service Provider's agent software or client portal to open the request. Instructions will be provided during onboarding. (Preferred method)
 - b. Contact the Service Provider over email at: (support@pgconsultingllc.com)
 - i. Emails are not guaranteed to open tickets immediately, but they will typically be opened within 10 minutes of emailing. Using this method can delay service and service level tracking does not begin until the ticket has been opened. Using the tray icon is the preferred method of opening requests.

3.1.3 Requesting Support outside Regular Business Hours (5pm-8am)

Requests for support outside regular business hours or on holidays are subject to the terms, conditions, fees, and charges specified within this Agreement. The specific charges and fees will be outlined in Section 1.0 Coverage Summary.

The Service Provider's on-call resource(s) can be contacted after hours using by contacting the Service Provider at (Your Phone Number Here). You will be prompted to leave a message for the Service Provider's after hours on call messaging system. The prompt will ask you to press "1" on your keypad if the issue is an emergency and needs to be addressed immediately or if the issue is non critical, press "2" to record a message which will be addressed the next business day (Monday – Friday).

By selecting "1" you will be placed into the Service Providers emergency Que where you will be asked to record a message which covers all information pertinent to the issue. This message will then be delivered to the Service Providers on call technician who will contact you within the next fifteen (15) minutes.

The service monitors that are defined as critical within Appendix 3 of this Agreement, will alert the Service Provider's on-call resources.

Once the Service Provider's on call resource receives an after-hours request for service from the Client or an alert from a critical service monitor, they will ensure that the request is within the scope of this Agreement before proceeding. In the event that the request is not covered by the Agreement, the Service Provider's resource will contact the after-hours Client authorized representative for approval. The client authorized representatives are identified during the onboarding process and are defined in Appendix 2 of this Agreement.

The Client After-hours Representative defined within this agreement can:

1. Ask the Service Provider's resource to defer the request for regular business hours
2. Approve the request and any charges for out of scope services and support
3. Decline the request for out of scope services and support

3.2 Support Escalation Process

The Service Provider's resources will respond, action, and/or resolve monitor alerts and support requests from the Client. The Service Provider's representatives follow internal processes to involve higher level representatives when necessary.

The Service Provider strives to maintain a single point of contact with the Client for every incident. Internal escalations will occur seamlessly without the involvement of the Client or the end-user. The Service Provider's initial representative will remain the primary point of contact for the Client, until a satisfactory resolution of the Client's request occurs unless otherwise communicated by the representative.

In the event the Client would like to escalate a support/service request they can contact the Service Provider by phone or email. The Service Provider will work with the Client to re-evaluate how the request is classified. In the

event that re-evaluation does not adjust the request's priority classification, the Service Provider will strive to accommodate the request but is only able to do so on a best effort basis. The required service level in this instance will not change even if the Service Provider's best effort accommodation of the escalation is provided.

3.3 Service Onboarding Process

The Service Provider will begin to enable and provision the services defined within this Agreement, upon execution of this Agreement. This process is referred to as 'onboarding.' This process takes place over the first 45-90 days of a relationship.

The summary of steps the Service Provider will take to provision the Client for service include but are not limited to:

1. Addition of Client details to the Service Provider's Professional Services Automation/ticketing tools and remote monitoring and management tools.
2. Deployment of the Service Provider's remote monitoring and management technology to the Client's IT Assets. (Workstations and Servers)
3. Assessment of Client's business, needs, pain points, and technology.
4. Documentation of Client's business, needs, and technology.
5. Configuration of Service Provider's tools to meet the contractual obligations defined within this Agreement.
6. Maintenance windows, key contacts, reporting requirements, and communication requirements are established between the Client and the Service Provider.
7. A scheduled business and service review is scheduled around forty five (45) days following the execution of this Agreement.
8. Documentation on the support request, onboarding, and escalation process are provided to the Client.
9. The Service Provider's team is brought up to speed on the Client's environment and business.
10. The Client's end-users are informed and educated on how to successfully work with the Service Provider and service expectations are shared.
11. The Service Provider develops and proposes a project plan to bring the Client up to the Service Provider's current serviceability standards.
12. The Service Provider begins to execute any and all approved proposals to bring the Client to meet the current serviceability standards.
13. The Service Provider continues to work with the Client to alleviate any known or discovered pain points with the Client's IT Assets or IT Environment.
14. Recurring reporting requirements are established and configured within the Service Provider's tools.
15. A forty five (45) day business and service review is completed. Upon the completion of this review and the mutual agreement of both parties, the onboarding period ends.

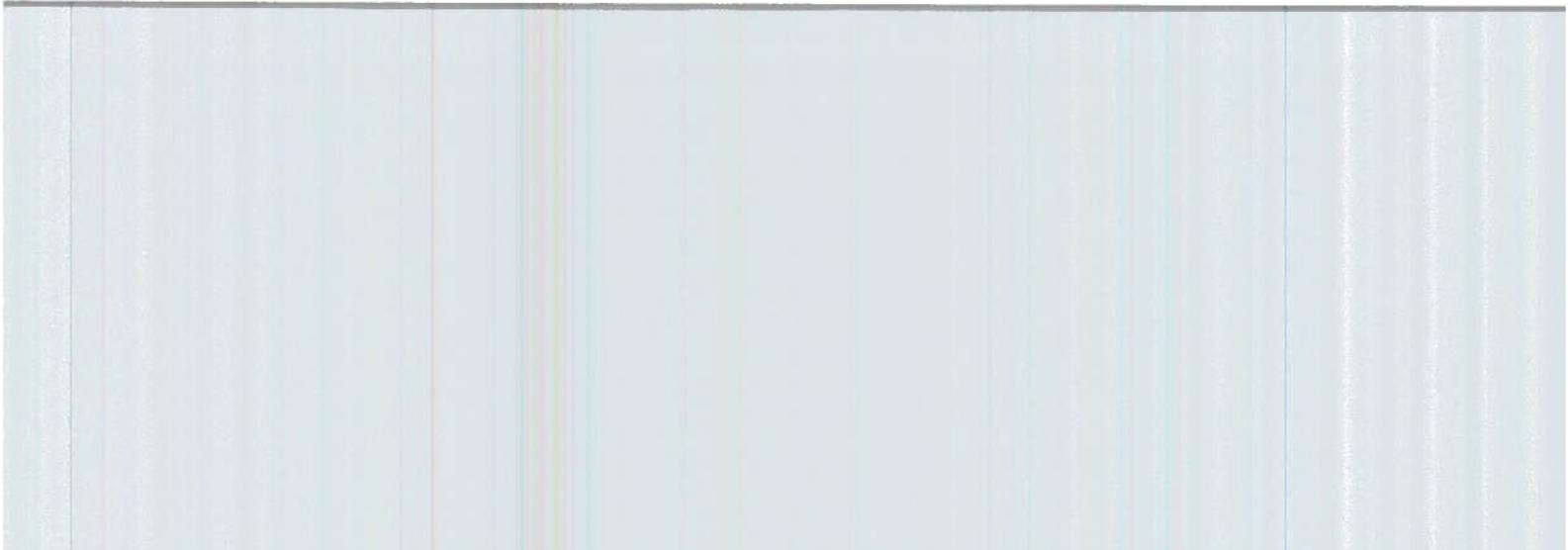
3.4 Approving Uncovered/Out of Scope Services

The provisions and terms defined in 2.8 General Coverage Exclusions describe when the following process is necessary.

- The Service Provider submits a quote or request to the Client's 'approver' contact(s) that is defined in Appendix 2 via email.
 - a. The Client's 'approver' contact(s) approves the quote or emailed request.
 - i. The Service Provider provides the services or products defined within the quote.
 - ii. The Client is invoiced for these services following the original billing schedule. (1st of the month)
 - b. The Client's 'approver' contact(s) decline the quote or emailed request.
 - i. The Service Provider provides an alternative approach or quote and if no alternative can be provided the Service Provider will inform the Client accordingly.
 - 1. The Client approves the alternative approach,
 - 2. The Service Provider provides the services or products defined within the alternative approach or quote.
 - ii. In the event that no alternative can be offered the issue will be logged and discussed during the next virtual CIO or business review meeting.

A handwritten signature in blue ink, appearing to be 'S. Williams', is written over a faint, light blue watermark of the same name.

S. Williams



4.0 Client Responsibilities

4.1 General Responsibilities

- The Client will conduct business with the Service Provider in a professional and courteous manner.
- The Client will provide the Service Provider with payment for all service and support costs at the agreed interval.
- The Client shall obtain and maintain any and all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within the Client's IT environment(s).
- The Client will provide adequate workspace and facilities for use by the Service Provider's representatives as reasonably required by the Service Provider.
- The Client shall inform the Service Provider of all health and safety rules and regulations that apply at its locations and co-operate with the Service provider to define these within Appendix 2.
- The Client agrees to pay any and all agreed upon charges, fees, and/or costs upon the schedule, terms and conditions defined within this Agreement.
- Client agrees to provide high-speed access to the internet and adequate electrical power, cooling, and space necessary to operate hardware and monitoring software.
- Client agrees to grant access to data for the Service Provider to perform service responsibilities

4.2 Service Onboarding and Review Responsibilities

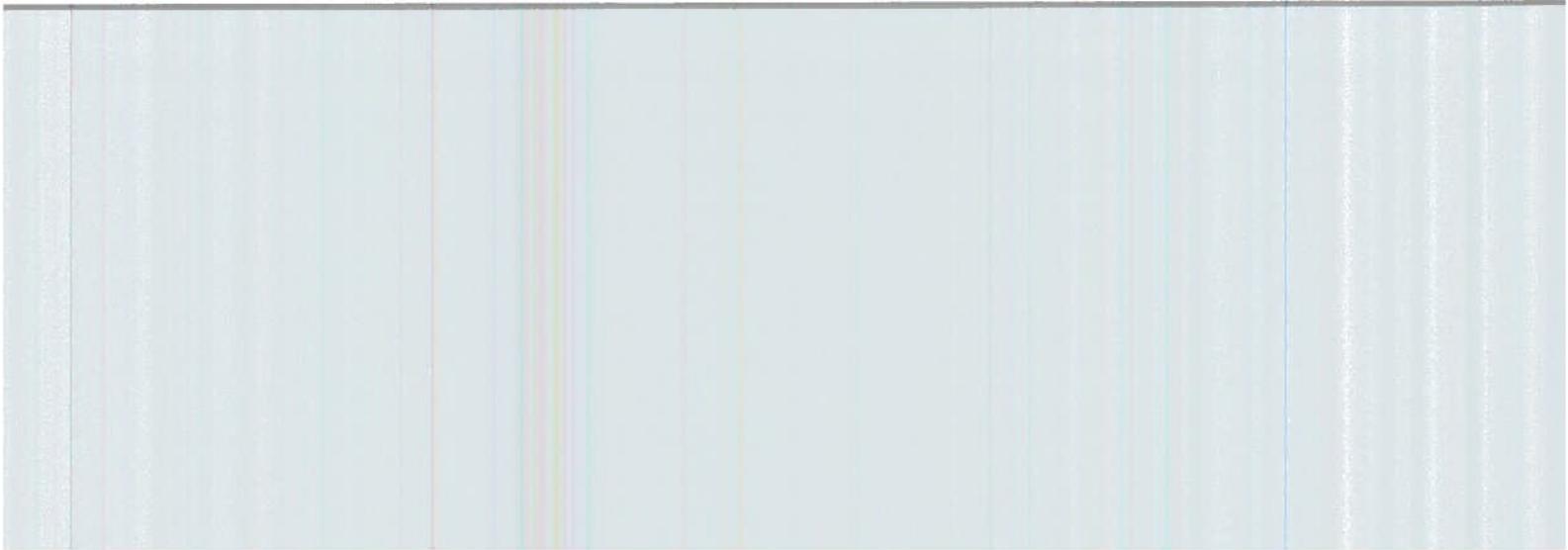
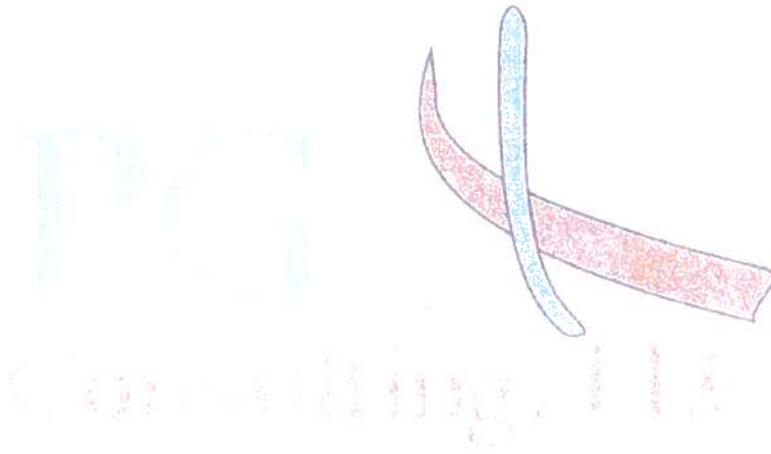
- The Client, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge that the Service Provider needs to successfully provision and provide the services detailed within this Agreement prior to the start of those services. This includes:
 - Any and all documentation associated with the covered IT environment(s) and asset(s);
 - Any and all software installation media for covered software and applications
- The Client agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with the Service Provider to establish, define (within Appendix 2 of this Agreement) and agree on any and all necessary maintenance windows for the Client's IT environment.
 - Maintenance windows are defined periods during which planned outages, changes, and maintenance of production IT assets may occur. Their purpose is to allow end users to plan and prepare for times of possible disruption and/or change. Client approval is not required or sought during defined windows unless explicitly indicated otherwise, and this condition may increase monthly contractual costs. Maintenance windows and system outages are to be defined within Appendix 2.
- The Client agrees that key representatives, within their business, must be established and defined within Appendix 2 of this Agreement so that the Service Provider can receive any necessary supplementary support from the Client. The supplementary support includes but is not limited to:
 - Approval for charges and/or out of scope products and services quoted.
 - Approval for emergency maintenance.

- Reasonable “hands-on” co-operation with the Service Provider’s service/support representative when diagnosing and addressing service requests and other issues.
 - The identified on-site technical contact will work with the Service Provider on critical issues for as long as necessary. Even though the Service Provider strives to be as minimally invasive, on-site and hands on involvement of the identified on-site technical contact will occasionally be necessary.
- Receiving updates on extended outages or unresolved issues.
- Scheduling for project and support services.
- Being informed of critical issues after hours and approving after hours service or deferring service until regular business hours.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to evaluate backups, disaster recovery strategy, and business continuity plans to ensure that data backups are complete and adequately protect the Client’s Business.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to review:
 - The services provided by the Service Provider over the previous quarter.
 - The direction of the Client’s business to ensure IT remains in alignment.
 - If additional services and/or products are necessary to meet the Client’s business and IT needs.
 - The state, status, and health of the Client’s IT Environment(s) and IT Asset(s).
 - The continued integrity, completeness, and validity of this Service Level Agreement.

4.3 Service & Support Responsibilities

- The Client will use the appropriate means of contact to request service and report issues as defined in Section 3.0 Service Process.
 - The Client’s end users will not contact the Service Provider’s service/support representatives directly and will follow the process defined in Section 3.0 Service Process.
- The Client will provide all pertinent information required to open a service/support request.
- When opening a service/support request the Client will work with the Service Provider to accurately classify the request’s impact and severity so that its priority and SLA requirements can be accurately established.
- Once a request for service/support has been successfully submitted the Client will provide reasonable availability of its representative(s) to co-operate with the Service Provider’s service/support representative(s) assigned to the request.
 - The Service Provider’s service/support representatives strive to address requests without involving the Client’s end users. So long as the request can be diagnosed and addressed in a reasonable time frame without the end user’s assistance.
- The Client shall allow the Service Provider access and usage rights to all relevant IT Environments and IT Assets as reasonably required by the Service Provider to provide its services and support.
- In the event that the Service Provider requires the decision, approval, consent, authorization, or any other communication from the Client in order to provide any of the services (or any part thereof) described herein, the Client will be reasonably diligent to provide the same in a timely manner.

- **The Service Provider is not liable or at fault for any impact(s) caused by a delay in any requested approvals from the Client. This includes but is not limited to impacts to service performance levels and requirements.**
- **The Client will promptly notify the Service Provider of any events or incidents that could impact the services defined within this agreement and/or any supplemental service needs.**
- **The Client agrees to not permit any changes or modifications to be made to the covered IT Environment and IT Assets by any party other than those authorized by the Service Provider.**
- **The Client agrees to inform the Service Provider of any modification, installation, or service performed on the covered IT Environments, listed in Section 1.0 Coverage Summary, by individuals not employed by the Service Provider. (Both authorized and unauthorized parties)**



5.0 Service Provider Responsibilities

5.1 General Responsibilities

- The Service Provider will conduct business with the Client in a professional and courteous manner.
- The Service Provider shall provide reasonable effort to accommodate any changes to offered services that may be requested by the Client, and any adjustments made to the services defined within this Agreement can result in changes to the fees and charges detailed herein. Any changes to the Agreement, including adjustments to fees, are subject to the Client and Service Provider's mutual acceptance.
- The Service Provider is responsible for ensuring that it complies with any and all statutes, regulations, byelaws, standards, codes of conduct, compliances, and any other rules relevant to the provisioning of the services defined within this Agreement.
- The Service Provider will leverage several software applications to provide the Services defined within this Agreement and will attempt to comply with any and all end user license agreements which relate to those software applications.

5.2 Service and Support Responsibilities

- The Service Provider will log all information from the Client required to adequately document any service, support requests, maintenance, and communications. This information includes but is not limited to; contact information, the nature of the request, the business impact and severity, and involved or impacted IT Assets.
 - The Service Provider will leverage and maintain its own ticketing system, or professional services automation (PSA) tool, for updating, tracking, measuring, and closing Client support/service requests, maintenance responsibilities, projects, and monitor alerts.
- The Service Provider will provide the Client with the services defined in Appendix 3, on the IT Assets and locations outlined in Section 1.0 Coverage Summary, during the covered hours and days defined in Section 1.0 Coverage Summary.
 - These services will be provided remotely and at the Service Provider's sole discretion can be provided on-site when necessary. Travel fees and out of scope rates can apply as defined in Section 1.0 Coverage Summary.
 - It is the responsibility of the Service Provider to meet the service level requirements and response times defined in Section 1.0 Coverage Summary and Appendix 3.
 - It is the responsibility of the Service Provider to ensure its resources can provide its services with reasonable skill and care.
 - The Service Provider is not responsible for failure to provide the services detailed herein at defined service levels in the event that circumstances out of the Service Provider's control impede the delivery of service, including, but not limited to, acts of God.
- The Service Provider can provide the Client with out of scope services at the Service Provider's sole discretion and capability. Out of scope fees and charges defined in Section 1.0 Coverage Summary apply to any out of scope services provided.

- It is the responsibility of the Service Provider to notify the Client of any scheduled or unscheduled emergency maintenance.
- It is the responsibility of the Service Provider to keep the Client's end users up to date on any unresolved service and support requests from them.
 - Automated emails, calls, chats and other communications will be leveraged to keep the end users reasonably up to date. The frequency of these communications are defined in Appendix 3.
- The Service Provider will attempt to resolve service and support requests from the Client remotely, without interrupting the end user, unless otherwise requested by the Client when submitting a request.
- The Service Provider will attempt to resolve service and support requests from the Client over the phone on the first call, when unable to resolve the request without interrupting the Client's end user.
- The Service Provider will escalate support requests to the next level of internal support within the Service Provider's organization upon approach of established resolution targets defined in Section 1.0 Coverage Summary and Appendix 3.
 - The Service Provider will attempt to maintain the initial technician as the primary contact for the Client throughout the escalated support process. The higher level teams will partner with the initial contact to troubleshoot, diagnose, and resolve the request. The goal of this process is to provide the Client's end users a single point of contact for each request.
- The Service Provider will obtain the Client's approval before closing any support or service request tickets.

6.0 Monthly Charges, Fees, and Payment

6.1 Monthly Service Charges

Client is purchasing the Service Provider's Information Technology Services under this Agreement for the charges and fees outlined in Section 1.0 Coverage Summary. Said charges shall be invoiced by the Service Provider and paid in monthly installments by the Client with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month, with payment expected within 5 days following the due date. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

Services provided hereunder shall be assessed against this Client as provided herein.

Services shall be charged against the Client in accordance with the terms and conditions outlined within Section 1.0 Coverage Summary, within Section 6.0 Monthly Charges, Fees, and Payment, and within the Services Agreement between both parties.

6.2 Invoice and Payment

The Service Provider will invoice the Client for covered service charges due in accordance to the terms and conditions defined within this Agreement on the first (1st) of the month, with payment executed five (5) days following the due date and processed via automatic clearing house (ACH) transaction. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

The Client will pay any and all legitimate and/or agreed upon service fees and charges due upon receipt of the relevant invoice from the Service Provider.

The Client will, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, Client will promptly pay to Service Provider an amount equal to any such taxes actually paid or required to be collected or paid by Service Provider.

When a payment under this Agreement is not on a business day (Monday to Friday), it may be paid on the next following business day.

Excluding any relevant taxes or fees withheld by law, any and all sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding

The Service Provider reserves the right to refuse, suspend, or even terminate service under this Agreement in the event the client has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other Agreement between the Service Provider and Client.

6.3 Onboarding Fees

Client is purchasing the Service Provider's Information Technology Onboarding Services under this Agreement for the onboarding fees outlined in Section 1.0 Coverage Summary and equal to \$1295.00. Said fees are to be paid in full upon execution of this agreement unless alternative arrangements are agreed upon by both parties and documented herein. Services provided hereunder shall be assessed against this Client as provided herein.

One Time fee schedule:

Monitor Agent install (\$15 per device)	\$750.00
AV Agent install (\$10 per device)	\$500.00
Backup Agent install (\$15 per device)	\$45.00
	-
Total One time fees	\$1295.00

6.4 Out of Scope Service Fees

It is understood and agreed upon that any and all Services requested by the Client that fall outside the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Any supplemental services provided by the Service Provider which are outside the terms of this Agreement, including but not limited to, any maintenance provided beyond normal business hours and services in excess of the included services purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Section 1.0 Coverage Summary and Section 6.0 Monthly Charges, Fees, and Payment. Any additional billing charges will be invoiced on the first of each month, with payment expected within thirty (30) days, unless otherwise specified by Service Provider.

7.0 Acceptance

This Service Agreement covers only the locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days defined within this Agreement. The addition of locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days not outlined in Section 1.0 Coverage Summary at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

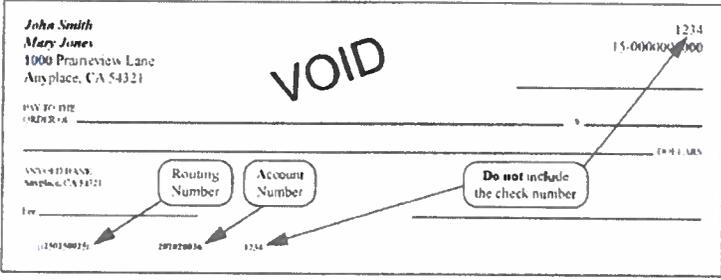
IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

PG Consulting LLC (Service Provider)	(St James Parish Government). (Client)
Signature:	Signature:
Printed Name:	Printed Name:
Title: CEO	Title:
Date:	Date:

PG Consulting, LLC

8.0 Payment Information

Pre-Authorized Payment Agreement			
Check one of the following: <input type="checkbox"/> Start <input type="checkbox"/> Change		Effective Date <input type="checkbox"/> 5 th of the Month	
Name Last, First, Middle Initial and/or Company Name		Social Security Number or Federal Tax ID	
Depository Name (Bank, Savings Institution, Credit Union, etc.)			
Transit Routing Number (Must be a 9-digit number)		Account Number	
Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> master card <input type="checkbox"/> visa			
I authorize PG Consulting, LLC to initiate debit entries to my (our) account indicated above and the depository institution listed above. I further authorize PG Consulting, LLC to initiate any correcting (credit) entry. I understand that the authorization may be rejected or discontinued by PG Consulting, LLC at any time. If any of the above information changes, I will promptly complete a new ACH Authorization Agreement. This authority is to remain in full force and effect until PG Consulting, LLC has received written notification from me (us) of its termination in such time and in such manner as to afford PG Consulting, LLC a reasonable opportunity to act on it.			
Date (Mo./Day/Yr.)	Signature	Daytime Phone Number	
Address: Street	City	State	ZIP
If you select to have your payment to debit the following: Checking Account: Tape a voided or cancelled check to the bottom of this form Savings Account: Contact your financial institution to obtain its transit routing number.			
Please attach a voided check or photocopy of a check for a checking account *DO not attach a deposit slip Return this form to: PG Consulting, LLC/O ACH Administration (985-513-4109) or by email to Support@pgconsultingllc.com 			
			

Appendix 1 – Definitions

For the purposes of this Agreement, the terms below are generally defined as follows:

Term(s)	Definition
Client portal	The Client Portal is a website connected to the Service Provider's Professional Services Automation (PSA) tool or the Service Provider's Remote Monitoring and Management (RMM) tool. This site gives access to service/support requests with ticket creation, review, and update tools. Upon request the Service Provider can create user accounts for a Client's end-users and key contacts.
Dispatch	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. The process of scheduling and sending the Service Provider's representative is referred to as Dispatch.
End-user	An end-user is referred to a Client's colleagues, staff members, and any/all users of the Client's IT Assets and IT Environment.
Information Technology Services Solutions	The Service Provider classifies the Services they provide as described in Appendix 3. Each individual Service can be referred to as an Information Technology Services Solution.
IT Asset	IT Asset refers to any technical resource, generally within a Client's environment, and includes both physical and digital resources. This includes but is not limited to workstations, servers, network devices, software, applications, licenses, cloud subscriptions and any other peripheral devices that are technical in nature.
IT Environment	IT Environment refers to the collection of IT Assets and their complete configuration at a Client's location/site. This includes but is not limited to all IT Assets, the Client's network, the Client's Windows Domain, the Client's Software Installations, the Client's Hardware Configurations, IT Strategies, IT Plans, and/or IT Processes.
Monitors	Monitors are the IT Resources the Service Provider uses to discover and receive alerts about a Client's IT Environment and Assets. They detect and alert on issues detected, warnings, errors, and when thresholds for known issues are exceeded.
Onboarding	Onboarding is referred to the process and period in which the Service Provider is establishing their services within a Client's IT Environment(s). This is usually a 45-90 day period that includes several steps to ensure the successful and effective implementation of the Service Provider's services.
On-site	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. On-site refers to when a Service Provider's representative is providing services at the Client's site/location.
Out of scope	Out of Scope refers to any and all services, support requests, charges, costs, fees, products, licenses, and other coverages that do not fall under the scope of this agreement. Out of Scope implies that additional charges, fees, or expenses will be necessary.
Period of Service	This refers to any and all periods or lengths of time where the Client is covered by this Agreement.
Serviceability	Serviceability refers to the health and state of an IT Asset or to the Client's IT Environment. Serviceability refers to the ability of the Service Provider to cover a given IT Asset or aspect of the Client's IT Environment. In most scenarios, when serviceability standards and conditions cannot be met, any and all services involving those assets or aspects of the IT Environment will be treated as out of scope.
Tray icon	The tray icon is an icon that is part of the Service Provider's remote monitoring and management (RMM) platform and its included agent software. This software is deployed to the Client's managed workstations/servers/mobile devices and provides tray icon access to the Service Provider's services. It includes the ability for Client end-users to submit support/service requests to the Service Provider.
Network Devices	Network Devices refer to IT Assets that include but are not limited to; firewalls, switches, routers, gateways, network cables, hubs, wireless gateways, and wireless access points.

Appendix 2 – Key Contacts

Key Client Contacts		
Contact Role	Role and Responsibilities Summary	Contact Information
Client On-site Technical Contact	To work with the Service Provider to address service/support requests and other technical issues with the IT Environment or IT Asset. The individuals identified as Client On-site Technical Contacts will act as the eyes and ears for remote representatives of the Service Provider. It is assumed that any/all contacts identified as Client On-site Technical Contacts are also Client Approver(s), even when not explicitly defined as such within this Appendix.	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>
Client After-hours Representative	To be available for contact after regular business hours as identified within Section 2.0 Contract Summary. It is assumed that any/all contacts identified as Client After-hours representatives are also Client Approver(s), even when not explicitly defined as such within this Appendix.	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>
Client Approver	<p>Client representatives with the Authority to approve Out of Scope and uncovered services or fees. This includes any and all of the costs, charges, expenses, and/or fees associated to the approval. Unless otherwise defined with the Approver's Contact Information within this Appendix. E.G. John Smith Approval Limitation = \$150.00/Incident.</p> <p>The Client agrees to pay any/all charges associated with services or requests approved by the Client Approver(s) defined herein.</p>	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>

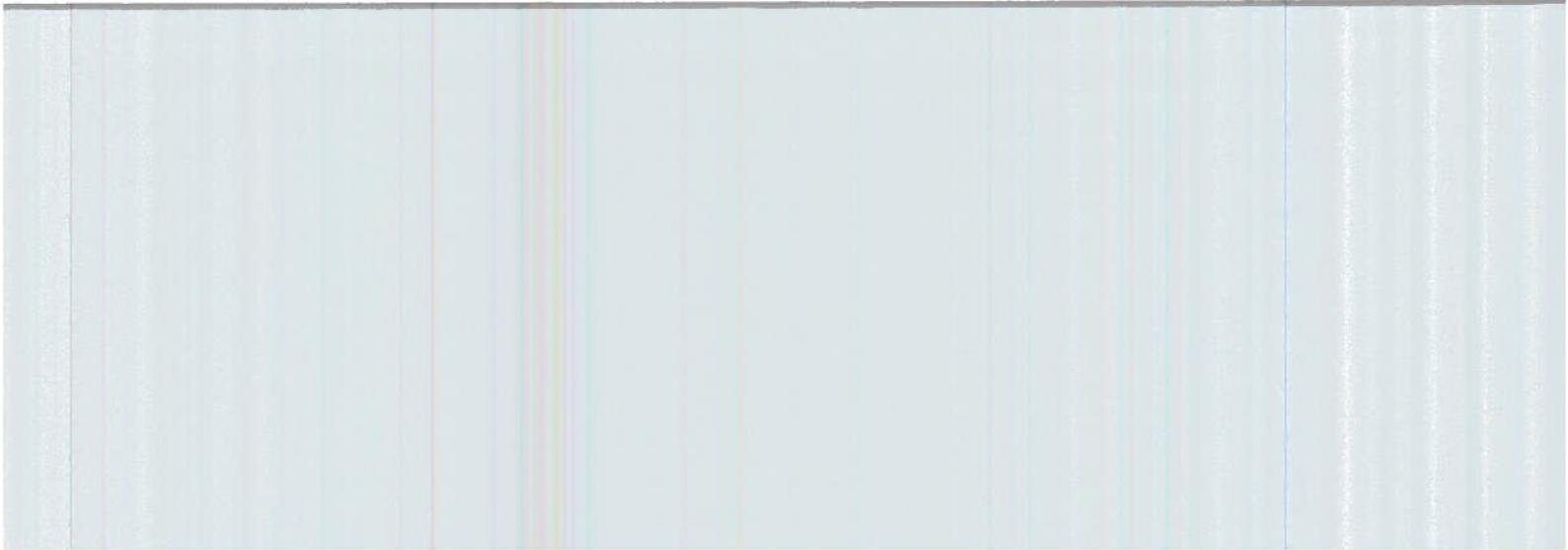
Appendix 3 – Detailed Coverage

This 3rd Appendix of this Service Level Agreement provides summarized descriptions of each of the services covered by this Agreement. These definitions are provided for convenience only, and do not describe the specific coverages provided by this Agreement. For specific coverages review the group for each service.

Group 1: Reduce Risk and Improve Security		
Service	Summary Service Description	Coverage Detail
Antivirus Management	The service of using an Antivirus solution to improve an IT Environment's security against spyware, malware, trojans and viruses. Includes deployment, configuration, regular scanning, definition updates, and some infection remediation.	See Group 1 (A3.1) for coverage detail
Backup Management	The service of using a backup product or suite to backup critical data within an IT Environment. Includes configuration, scheduling, management of data backup processes, test restoration, and actual data/file restoration.	See Group 2 (A3.2) for coverage detail
Disaster Recovery	This service is an extension of Backup Management as described above. It is the management of the backup and recovery processes to return a client to full operation after a catastrophic interruption using one or more backup solutions. (This service is provided at multiple levels of service/quality/cost, depending on the Client's needs and requirements.)	See Group 3 (A3.3) for coverage detail
Identity Management	Creation, deletion and ongoing management of user accounts, permissions and access levels across a Client's IT environment. This service is commonly packaged with Helpdesk services.	See Group 4 (A3.4) for coverage detail
Patch Management	A strategy for managing Microsoft Windows patches and updates, and service packs. Includes assessment, testing, deployment, and review of patches/updates. (This service is provided at multiple levels of service/quality/cost, depending on the Client's needs and requirements.)	See Group 5 (A3.5) for coverage detail

Group 2: Promote Productivity and Performance		
Service	Summary Service Description	Coverage Detail
Server Management	Maintenance and monitoring of hardware and software on Windows Servers to ensure optimal functionality. (Recommended packaging with; Antivirus Management, Backup Management, Disaster Recovery, Patch Management, and Software Management)	See Group 7 (A3.7) for coverage detail
Workstation Mgmt	Maintenance and monitoring of hardware and software on Windows Workstations and Laptops to ensure optimal functionality. (Recommended packaging with; Antivirus Management, Backup Management, Disaster Recovery, Patch Management, and Software Management)	See Group 8 (A3.8) for coverage detail
Network Management	The service of managing the configuration, operation, and health of an IT Environment's network. This includes configuration of various network devices, internet connectivity, dns settings, vpn setup and configuration, and troubleshooting.	See Group 9 (A3.9) for coverage detail
Software Management	Tracking, deploying, configuring, monitoring, and management of covered software in the client's environment. This service is commonly packaged with workstation and server management. It is also has some overlap with IT Asset Management.	See Group 10 (A3.10) for coverage detail
Helpdesk	A single point of contact for a client to receive service and support. This includes triage, escalation, problem management, and level one/two/three levels of technical support. (Recommended packaging with the following other user-centric services; identity management and email management.)	See Group 11 (A3.11) for coverage detail
Cloud Services	Provisioning and management of 'Cloud' internet technologies for clients. If any specific cloud services are being managed they will be described in Group 12 of this Appendix.	See Group 12 (A3.12) for coverage detail
Email Management	Monitor and maintain email availability, spam filtering, and malware filtering. This service is commonly packaged with Helpdesk services.	See Group 13 (A3.13) for coverage detail
Printer Management	Management of the access and deployment and configuration of network printers to ensure correct and reliable usage of network printers on the Microsoft domain.	See Group 14 (A3.14) for coverage detail

Group 3: Guide IT Strategy & Business Alignment		
Service	Summary Service Description	Coverage Detail
IT Procurement	Assistance in purchasing, procurement, and acquisition of IT Assets, including hardware, software, licensing, and cloud services.	See Group 15 (A3.15) for coverage detail
IT Policy Management ³	Assist in developing, managing and maintaining standards that govern the use of the Client IT Environment and IT Assets. This includes network, internet, and access to data.	See Group 6 (A3.6) for coverage detail
Vendor Management	Assistance with developing and maintaining vendor relationships. Includes the management of support requests with Managed Vendors detailed in Group 16.	See Group 16 (A3.16) for coverage detail
IT Asset Management	The discovery, inventorying, tracking, and management of IT assets during and throughout their life cycle.	See Group 17 (A3.17) for coverage detail
Training	Technology training services which focus on active use of business applications in today's modern office.	
Compliance	Advisory services to assist clients with technology needs and configuration with regulatory agencies which dictate data control in their industry	
IT Consulting/Virtual CIO	Advisory services to help clients assess technology strategies to ensure they align with business strategies.	See Group 18 (A3.18) for coverage detail



Group 1 – Antivirus Management Coverage (A3.1)

Service Provider Activities	Frequency	Detailed Description
Remediate Monitor Alerts	As Needed	System alerts generated by RMM
Remediate Malware/Virus Infection	As Needed	Address AV issues identified by RMM
Adjust Antivirus Configuration	As Needed	Modify AV exceptions and settings
Monitors & Service Monitoring*		
Monitors & Service Monitoring*	Frequency	Detailed Description
AV - Disabled	Continuous	RMM Review of AV status
AV - Out of Date	Continuous	RMM Review of AV status
AV - Software Missing	Continuous	RMM Review of AV status
REG - Windows Appinit DLL Defined	Continuous	RMM Review of AV status
Value Reporting*		
Value Reporting*	Frequency	Detailed Description
Antivirus_Policy	Quarterly	Report of AV settings
Antivirus_Threats	Monthly	Report of AV threats and interference
Service Onboarding Activities		
Service Onboarding Activities	Frequency	Detailed Description
Setup and Configure Antivirus Server	Once per Client	
Deploy Antivirus to Workstations	Once per workstation	
Deploy Antivirus to Servers	Once per server	
Serviceable Technologies		
Serviceable Technologies	Supported Versions and Releases	
Webroot antivirus	Latest	
Serviceable Conditions		
Antivirus is licensed, warranted and supported by vendor.		
Coverage Exclusions & Exceptions		
Antivirus software/license purchases		
Malware remediation due to injection or negligent Client end-user activity.		
Antivirus Definition up to date within 1 day of available definitions.		
Service Levels & Performance Goals		
Antivirus Software Installed and Running on at least 95%		
Service Level & Performance Exceptions		
Malware is unpredictable and in turn, so is remediation. Therefore remediation attempts do not fall under general resolution service levels.		
Mass infections of a Client environment due to the unpredictable nature of malware, service levels cannot be guaranteed.		

*Dependent on the Technology being utilized and may not be available

Group 2 - Backup Management (A3.2)

Service Provider Activities	Frequency	Detailed Description
Backup Check	Daily	Automatic system monitor of backup success
Test File Restore	Weekly	Automatic system test restore
Test Server Stand-up (If backup technology supports)	Bi-Weekly	Automatic system test restore
Remediate Failing Backups	As Needed	Review and failed backup jobs and remediate
Restore Files / Data	As Needed	Restore files as requested by client
Monitors & Service Monitoring*	Frequency	Detailed Description
BU – Job Running > 8 Hours	Continuous	The backups configuration may need adjusted
BU - Backup Failed	Continuous	The backup failed and needs reviewed
BU – Verify Backup Job Failed	Continuous	The backup couldn't be verified as successful and needs tested
BU – Backup Failed to Configure Job	Continuous	The backup process did not begin properly
Value Reporting*	Frequency	Detailed Description
Datto Weekly Report	Weekly	Datto report on previous week's backups
Health Report	Monthly	Provides a count of failed / successful backup jobs
Service Onboarding Activities	Frequency	Detailed Description
Evaluate current backup job(s) and requirements	Once per Client	Work with Client to assess current backups and current needs
Configure, Deploy, and Test Backup Technology	Technology Dependent	
Serviceable Technologies	Supported	
Datto backup services	Latest two major releases	
Serviceable Conditions		
Adequate, current, and actively licensed backup software		
Storage space sufficient for the successful completion of backup jobs		
Storage space sufficient for adequate retention period		
Adequate and reasonably fast access to any/all remote, tape, or other physical backup data (Service levels are contingent upon this)		
Coverage Exclusions & Exceptions		
Data and storage charges and fees		
The cost of any necessary software licenses		
The cost of temporary, permanent, and archival storage		
Data is not and cannot be guaranteed (However, this service is a method to help protect data)		
Service Levels & Performance Goals		
Backup jobs successful 95% of the time		
File Restore within general service levels listed in Coverage Summary (Technology and environment dependent)		
Virtual Server Standups within X time* (Technology and environment dependent)		
Service Level & Performance Exceptions		
Challenges with the technology that require the involvement of the backup technologies' vendor/manufacture		
Recovery of any/all files or data not included within original scoping requirements		

*Dependent on the Technology being utilized and may not be available

Group 3 – Disaster Recovery Management (A3.3)

Service Provider Activities	Frequency	Detailed Description
Off-site data transfer check	Daily	Report of backup success
Off-site data transfer issue remediation	As Needed	Intervention when alerted to backup system issue
Excessive data transfer review	As Needed	Intervention when alerted to backup system issue
Monitors & Service Monitoring*		
	Frequency	Detailed Description
DR Offsite Transfer Excessive* <Critical>	Continuous	There is much more data queued to transfer than usual
DR Offsite Transfer Nearing Cap*	Continuous	Warning that transfer cap is nearing cap and charges possible
DR Offsite Transfer Failure*	Continuous	Warning that the offsite transfer is not functioning
Value Reporting*		
	Frequency	Detailed Description
DR Offsite Transfer Status*	Continuous	Backups are delivered off-site (at bandwidth availability)
Service Onboarding Activities		
	Frequency	Detailed Description
Evaluate current backup job(s) and requirements	Once per Client	Work with Client to assess current DR plan and needs
Configure, Deploy, and Test DR Technology	Technology Dependent	
Serviceable Technologies		
	Supported Versions and Releases	
Efolder backup for file	Latest two major releases	
Efolder Replbit		
Serviceable Conditions		
Adequate storage, internet bandwidth, and software licenses		
Coverage Exclusions & Exceptions		
Data transfer and storage charges and fees		
Service Levels & Performance Goals		
Offsite data transfer within X hours of current data. (Technology and environment dependent)		
Service Level & Performance Exceptions		

*Dependent on the Technology being utilized and may not be available

Group 4 – Identity Management Coverage (A3.4)

Service Provider Activities	Frequency	Detailed Description
Domain User Permission Management	Continuous	Monitor AD user permissions
Domain User Password Resets and Account Unlocks	As Needed	Approved user requested access
Domain User Setup	As Needed	Approved user requested access
Domain Group and Folder Permission Management	As Needed	Approved user requested access
Monitors & Service Monitoring*	Frequency	Detailed Description
Offline Servers Monitor	Continuous	Monitoring for offline Domain Controllers
EV – Blacklisted Events (4720, 4238)	Continuous	Locked User Accounts
Value Reporting*	Frequency	Detailed Description
30 Day AD Changes	Monthly	Report as requested by client of AD changes
Login Status Report	Quarterly	Report as requested by client of system logins
Service Onboarding Activities	Frequency	Detailed Description
Active Directory Review and Cleanup	Once Per Client	
Setup of Administrative and Support User Accounts	Once Per Client	
Serviceable Technologies	Supported Versions and Releases	
Microsoft Windows Domain	Latest three major releases	
Serviceable Conditions	<p>Active Directory has been cleaned up and standardized to the Service Provider's specifications.</p> <p>User must be physically or wirelessly connected to the Domain network and maintain an adequate internet connection</p>	
Coverage Exclusions & Exceptions	<p>Microsoft Server and Active Directory Licensing</p> <p>The costs to manage, implement, and/or procure a single sign on solution</p>	
Service Levels & Performance Goals	<p>Active Directory Uptime to equal or exceed 98% by means of server uptime and routine backups</p>	
Service Level & Performance Exceptions	<p>Non-standard and/or complex multi-site or multi-domain environments</p>	

*Dependent on the Technology being utilized and may not be available

Group 5 – Patch Management Coverage (A3.5)

Service Provider Activities	Frequency	Detailed Description
Assess available Microsoft product updates	Once Per Patch	Verify valid patches available
Test Service Provider approved updates	As Needed	User requested vertical application patching
Deploy Service Provider tested and approved updates	Once Per Patch	Automatic monitoring of patches
Validate deployed updates installed successfully	Once Per Patch	Automatic monitoring of patches
Remediate unsuccessful updates	As Needed	Intervention resulting from failed patching alerts
Monitors & Service Monitoring*	Frequency	Detailed Description
UPDATES - Failed	Continuous	RMM Monitor of patch status
UPDATES - Installed	Continuous	RMM Monitor of patch status
UPDATES - Missing Service Pack	Continuous	RMM Monitor of patch status
UPDATES - Out of Date	Continuous	RMM Monitor of patch status
Value Reporting*	Frequency	Detailed Description
Patch Detail	On & Off-Boarding	
Patch Health (The Health Report may replace this.)	Monthly	
Service Onboarding Activities	Frequency	Detailed Description
Define & Setup Maintenance Windows with Client		
Define & Setup Patching Policy with Client		
Serviceable Technologies	Supported Versions and Releases	
Windows	Windows 10, and greater	
Microsoft Windows Server	2008, R2, Essentials, and greater	
Serviceable Conditions		
Windows Installation properly activated with a valid license		
Windows Domain configured to Service Provider's recommendations		
Coverage Exclusions & Exceptions	The cost of any and all OS/equipment/software licenses necessary, to adequately license covered equipment	
Service Levels & Performance Goals	The Service Provider's proprietary 'Patch Health Compliance rating' when calculated, rates the Client's servers at 95% or greater on average, and 92% for the workstations on average or greater over the month.	
Service Level & Performance Exceptions	High volume or emergency updates that are released with little/no notification from the manufacturer can impact service levels, and are excluded.	

*Dependent on the Technology being utilized and may not be available

Group 6 – IT Policy Management (A3.6)

Service Provider Activities	Frequency	Detailed Description
Monitor and enforce agreed upon IT Policies	As Needed	
Assess and review current IT policies	Quarterly	
Monitors & Service Monitoring*		
	Frequency	Detailed Description
n/a at this time		
Value Reporting*		
	Frequency	Detailed Description
n/a at this time		
Service Onboarding Activities		
	Frequency	Detailed Description
Work with Client to learn about business, challenges and compliance requirements	Once Per Client	
Work with Client to assess and define IT policies	Once Per Client	
Project Plans and quote submitted to Client for the configuration of the IT environment to support agreed upon and defined IT Policies	As Needed	
Configure systems to the agreed upon IT policies	Once Per Client	
Submit the IT Policies for legal review	As Needed	
Share drafted IT Policies with Client's Team	Once Per Version	
Publish the defined IT Policies in a secure and mutually accessible digital site	Once Per Version	
Assess and tune IT policies to ensure desired results	Weekly for 30 Days	
Serviceable Technologies		
	Supported Versions and Releases	
Microsoft Windows Domain or Workgroup	Last two major releases	
Serviceable Conditions		
IT Environment configuration must help support any defined IT Policies.		
Coverage Exclusions & Exceptions		
Any and all legal fees that relate to the drafting and review of defined IT Policy		
Service Levels & Performance Goals		
Compliance to each policy within defined levels while utilizing any agreed upon measurements being tracked automatically with technology.		
Service Level & Performance Exceptions		
Only IT Policies that can be automatically tracked and monitored must		
IT Policies are designed for the Client and the Service Provider's role is to help monitor them for compliance and communicate any discovered breaches to compliance. But, this is only possible when the policy can be implemented, tracked, and monitored automatically with technology.		

*Dependent on the Technology being utilized and may not be available

Group 7 – Server Management Coverage (A3.7)

Service Provider Activities	Frequency	Detailed Description
Global Server Group Policy Adjustment	As Needed	Adjusts IT environment configuration. (Non-standard fees may apply)
Server Maintenance	As Needed	Disk, raid, performance, OS configuration, service, and event logs.
Server Configuration Adjustments	As Needed	If non-standard adjustments are necessary, fees may be apply.
Monitors & Service Monitoring*		
Monitors & Service Monitoring*	Frequency	Detailed Description
DRV - Free Space < 10% Total Size or 2GB <Critical>	Continuous	RMM monitor of sever storage space
BlackListed Events - Informational, Warnings, and Errors	Continuous	RMM Server event log monitor
EV - Drive Errors, Raid Failures, or Smart Errors <Critical>	Continuous	RMM drive error log monitor
EV - Excessive Alerts Detected > 25 Like Events	Continuous	RMM Event monitor
EV - Reoccurring Critical > 75 Occurrences	Continuous	RMM critical event monitor
EV - Chassis Intrusion	Continuous	RMM chassis monitor
HDW - Hardware Changes Detected	Continuous	RMM hardware detection monitor
LT - Offline Servers <Critical>	Continuous	RMM Server offline monitor
SVC - Auto Services Stopped <Critical>	Continuous	RMM Server service monitor
UPTIME - SVR 1 Mo. Since Reboot*	Continuous	RMM Uptime monitor
Value Reporting*		
Value Reporting*	Frequency	Detailed Description
Health Report	Monthly	Client requested monthly system health report form RMM
Service Onboarding Activities		
Service Onboarding Activities	Frequency	Detailed Description
Deploy Service Provider's Management Agents	Once Per Server	
Complete Server Onboarding Documentation	Once Per Server	
Establish and Implement Server Config. Standards	Once Per Server	
Address Monitor Alerts	Until All Addressed	
Serviceable Technologies		
Serviceable Technologies	Supported Versions and Releases	
Microsoft Windows Server	2008, R2, Essentials, and greater	
Serviceable Conditions		
Server's configuration, physical state, and general health is reasonable. (Out of scope projects may be proposed if necessary to ensure serviceability.)		
Server is adequately licensed.		
Coverage Exclusions & Exceptions		
The cost for any and all hardware and software required to ensure defined service levels and performance expectations.		
Service Levels & Performance Goals		
Server Uptime is at least 99%		
Service Level & Performance Exceptions		
Turnaround on hardware failure cannot be guaranteed.		
Vendor/manufacturer warranted repairs are excluded from the general and specific service levels defined		
Any and all 3 rd party adjustments that lead to any/all downtime will be excluded from defined service and performance levels.		

*Dependent on the Technology being utilized and may not be available

Group 8 – Workstation Management Coverage (A3.8)

Service Provider Activities	Frequency	Detailed Description
Update Desktop Image(s)	As Needed	
Workstation Maintenance	As Needed	Disk, performance, OS configuration, service, and event logs.
Workstation Global Configuration Adjustments	As Needed	If non-standard adjustments are necessary, fees may be apply.
Deploy or reimage workstation	As Needed	Workstation must be within warranty and be reasonably healthy.
Monitors & Service Monitoring*	Frequency	Detailed Description
DRV - Fragmentation > 30 %	Continuous	RMM Monitor
DRV - Free Space Remaining < 10% Total Size or 2GB	Continuous	RMM Monitor
DRV - MFT Fragmentation	Continuous	RMM Monitor
DRV - Smart Failures	Continuous	RMM Monitor
HDW - Hardware Changes Detected	Continuous	RMM Monitor
PF - Low Memory	Continuous	RMM Monitor
PF - 90% Plus Avg CPU	Continuous	RMM Monitor
REG - Windows Startup Overloaded	Continuous	RMM Monitor
SVC - Auto Services Stopped	Continuous	RMM Monitor
SW - Application Crash	Continuous	RMM Monitor
UPTIME - WKS 2 Weeks Since Reboot*	Continuous	RMM Monitor
Value Reporting*	Frequency	Detailed Description
Health Report	Monthly	Client requested monthly system health report form RMM
Service Onboarding Activities	Frequency	Detailed Description
Deploy Service Provider's management agents	Once Per Server	
Complete workstation onboarding documentation	Once Per Server	
Establish, implement, and image wks. config. standards	Once Per Wks. Type	The "type" is determined by software & OS configuration reqs.
Address monitor alerts	Until All Addressed	
Serviceable Technologies	Supported Versions and Releases	
Windows	10 and greater	
Serviceable Conditions		
Workstation's configuration, physical state, and general health is reasonable. (Out of scope projects may be proposed if necessary to ensure serviceability.)		
Workstation is adequately licensed.		
Coverage Exclusions & Exceptions		
The cost for any and all hardware and software required to ensure defined service levels and performance expectations.		
Service Levels & Performance Goals		
Workstation Proprietary Performance Benchmarks Improve or Remain Stable. When this is not true and maintenance has been performed successfully, the manufacturer will be contacted or other project/parts/replacements will be recommended to ensure consistent service levels.		
Service Level & Performance Exceptions		
Turnaround on hardware failure cannot be guaranteed.		
Vendor/manufacturer warranted repairs are excluded from the general and specific service levels defined		
Any and all 3 rd party adjustments that lead to any/all downtime will be excluded from defined service and performance levels.		

* Dependent on the Technology being utilized and may not be available

Group 9 – Network Management Coverage (A3.9)

Service Provider Activities	Frequency	Detailed Description
Network device configuration adjustment	As Needed	Client requested modification to current configuration
Troubleshoot network issues	As Needed	Address network issues generated from system alerts
VPN and security adjustments	As Needed	Client requested modification to current configuration
Assessment and Device Reboot	Quarterly	Address network issues generated from system alerts
Minor Cabling Adjustments	As Needed	Client requested modification to current configuration
Monitors & Service Monitoring*		
Service Provider Activities	Frequency	Detailed Description
TCP- Suspicious Ports	Continuous	RMM Monitor
EV - TCPMax Connections Reached	Continuous	RMM Monitor
LT - Offline Locations* <Critical>	Continuous	RMM Monitor
Value Reporting*		
n/a		
Service Onboarding Activities		
Service Provider Activities	Frequency	Detailed Description
Network Configuration Assessment & Documentation	Once Per Site	
Network Configuration Standards Implementation	Once Per Site	
Cabling Clean Up and Documentation	Once Per Site	
Serviceable Technologies		
Serviceable Technologies	Supported Versions and Releases	
Cisco		
PG Consulting, LLC Gateway		
Serviceable Conditions		
All network equipment is warranted and supported by their respective manufacturers/vendors.		
The internet connection and network environment cabling and wireless signal is adequate. Project work or other recommendations may be offered.		
Coverage Exclusions & Exceptions		
The cost to do setup and configure anything new. (New VPN setup, network jack punch, etc.)		
The cost of any hardware, software, or licenses necessary.		
Service Levels & Performance Goals		
Network Uptime 99% or greater		
Service Level & Performance Exceptions		
In the event of a denial of service attack, service levels and performance benchmarks will not apply.		

*Dependent on the Technology being utilized and may not be available

Group 10 – Software Management Coverage (A3.10)

Service Provider Activities	Frequency	Detailed Description
Install or deploy approved software	As Needed	Software installation and verification
Perform minor updates to approved software	As Needed	Software remediation and updates
Uninstall unapproved software	As Needed	Software removal
Logging, tracking, and assessment of licenses	Continuous	RMM Software monitor
Monitors & Service Monitoring*		
Monitors & Service Monitoring*	Frequency	Detailed Description
SW - BlackListed Install	Continuous	RMM Monitor
SW - Expired ProductKeys	Continuous	RMM Monitor
SW - Over Licenses	Continuous	RMM Monitor
SW - Installed New	Continuous	RMM Monitor
SW - Uninstalled	Continuous	RMM Monitor
SW - Application Crash	Continuous	RMM Monitor
Value Reporting*		
Value Reporting*	Frequency	Detailed Description
Software_List	As Needed	Client requested monthly system health report form RMM
SW_Change_Audit	As Needed	Client requested monthly system health report form RMM
ProductKey_Summary	As Needed	Client requested monthly system health report form RMM
Service Onboarding Activities		
Service Onboarding Activities	Frequency	Detailed Description
Create remote and silent installation packages		
Audit, review, classify, and document in use software		
Serviceable Technologies		
Serviceable Technologies	Supported Versions and Releases	
Unique to Client		
Microsoft Office	Latest 3 releases	
Serviceable Conditions		
Licensed, warranted, and supported by vendor		
Support for application is reasonably economical and application is being actively maintained by vendor. (Bug fixes/etc.)		
Coverage Exclusions & Exceptions		
The cost of any software or software licenses.		
Vendor support charges or fees.		
Any new software deployments or installations.		
Large or complex software deployments that require a time investment of the Service Provider that exceeds an estimated 4 hours or 10 minutes per workstation.		
Service Levels & Performance Goals		
Software standards defined and applied to at least 90% of workstations in production.		
All software exceptions logged and tracked by the Service Provider.		
All approved software applications can be silently and remotely deployed.		
Service Level & Performance Exceptions		
Large, complex, or new software deployments cannot follow the general standard service levels defined.		

*Dependent on the Technology being utilized and may not be available

Group 11 – Helpdesk Coverage (A3.11)

Service Provider Activities	Frequency	Detailed Description
IT support provided at levels 1,2, and 3	Continuous	IT issue assessment, diagnostics, and remote remediation via chat, phone, and email or silently without end-user interruption.
Minor situational end-user IT education	As Needed	
Provide as needed IT services on per-request basis	As Needed	Includes any services defined within this agreement.
Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		
Value Reporting*	Frequency	Detailed Description
Packaged with monthly invoice		
Service Onboarding Activities	Frequency	Detailed Description
Service Provider's helpdesk learns about Client	Once Per Engineer	The best approach depends on the Client's IT environment, size, business model, and culture. Will work together and decide best approach.
Client's end-users learn how to work with Service Provider	Once Per Client	This is often most successful by printing the processes and sharing them digitally.
Serviceable Technologies	Supported Versions and Releases	
Windows	7, 8.1, and greater	
Microsoft Windows Server	2008, R2, Essentials, and greater	
Common Windows Software Applications	Products and applications for Adobe, Intuit, ConnectWise and Google	
Microsoft Office Suite	Latest two releases	
Serviceable Conditions		
N/A		
Coverage Exclusions & Exceptions		
Services will only be provided on covered IT assets, users, client sites, and will not exceed the scope of the services defined within this agreement. The cost of any hardware, software, or licenses necessary to the successful resolution of Client requests are not included. Given this becomes necessary, the Service Provider will draft a quote and seek appropriate approvals.		
Service Levels & Performance Goals		
General service levels apply		
Service Level & Performance Exceptions		
Priority 1 issues must be reported via telephone by the on-site technical contact or site's primary contact. Service levels on priority 1 issues reported any other way are exempt from defined service levels and will be best effort.		

*Dependent on the Technology being utilized and may not be available

Group 12 – Cloud Services Coverage (A3.12)

Service Provider Activities	Frequency	Detailed Description
Assisted Configuration Adjustment	As Needed	
New User Provisioning Support w/ Vendor	As Needed	
Minor situational end-user IT education	As Needed	
Issue Reporting to Vendor	As Needed	
Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		
Value Reporting*	Frequency	Detailed Description
N/A		
Service Onboarding Activities	Frequency	Detailed Description
Document New User Provisioning Process and Share	Once Per Service	
Provision Cloud Service or Take Over Management	Once Per Service	
Serviceable Technologies	Supported Versions and Releases	
Microsoft Office 365 and Skype for Business	n/a	
Google Business Apps	n/a	
Drop Box for Business	Business Version	
Salesforce		
Cisco Webex		
Serviceable Conditions		
An adequate license and subscription is required		
Coverage Exclusions & Exceptions		
The cost to integrate multiple cloud services		
Any licensing or subscription fees associated to the cloud service		
Service Levels & Performance Goals		
General Helpdesk service levels apply for issues and new user requests		
Service Level & Performance Exceptions		
Cloud Services are managed, supported, and serviced by the vendor and in turn, delays caused by the vendor are exempt.		

*Dependent on the Technology being utilized and may not be available

Group 13 – Email Management Coverage (A3.13)

Service Provider Activities	Frequency	Detailed Description
Assessment and troubleshooting of mail flow issues	As Needed	
Exchange server maintenance	As Needed	
Spam filter tuning	Quarterly	A survey will check with your end-users
Monitors & Service Monitoring*		
Monitors & Service Monitoring*	Frequency	Detailed Description
EV - BlackListed Events - Exchange Server <Critical>	Continuous	
Perf - Active Mailbox Delivery Queue <Critical>	Continuous	
Perf - Active Non-SMTP Delivery Queue	Continuous	
Perf - Active Remote Delivery Queue Length <Critical>	Continuous	
Email Services Monitors <Critical>	Continuous	
TCP - SMTP External Connections	Continuous	
TCP - SMTP Port 25	Continuous	
TCP - SMTPAUTH Port 587	Continuous	
Value Reporting*		
Value Reporting*	Frequency	Detailed Description
Health Report		
Service Onboarding Activities		
Service Onboarding Activities	Frequency	Detailed Description
Email configuration assessment		
Email configuration standards set		
Spam solutions configured		
Serviceable Technologies		
Serviceable Technologies	Supported Versions and Releases	
Microsoft Office 365		
Microsoft Exchange	Latest two releases	
Serviceable Conditions		
Access to the exchange server and/or office 365 management portal are current and provide adequate permission levels.		
Any licensing or subscription fees associated to the cloud service		
Coverage Exclusions & Exceptions		
Any licensing or subscription fees associated to the cloud service		
The cost of any software or software licenses.		
Vendor support charges or fees		
Service Levels & Performance Goals		
Email uptime is at least 99% - (Contingent upon vendor and cloud provider's turnaround.)		
Service Level & Performance Exceptions		
In the event an outage is caused by fault in the product or service, outside of the control of the Service Provider, promised service levels cannot be guaranteed.		

*Dependent on the Technology being utilized and may not be available

Group 14 – Printer Management Coverage (A3.14)

Service Provider Activities	Frequency	Detailed Description
Printer Troubleshooting	As Needed	
Configuration Adjustment of Network Printers	As Needed	
Printer Mapping Script Tuning	As Needed	
Adding a Printer to a Workstation	As Needed	
Monitors & Service Monitoring*	Frequency	Detailed Description
Printer Driver Missing	Continuous	
Print Spooler Service Monitor	Continuous	Detects when it crashes and attempts to automatically repair
Value Reporting*	Frequency	Detailed Description
Printers Report	Once Per Printer	
Service Onboarding Activities	Frequency	Detailed Description
Network Printer Setup	Once Per Printer	
Printer Documentation	Once Per Printer	
Printer Mapping Script Configuration	Once Per Printer	
Serviceable Technologies	Supported Versions and Releases	
HP		
Brother		
Xerox		
Ricoh		
Serviceable Conditions		
Properly setup and physically healthy printer		
Static IP Address assigned to printer		
Setup as a shared network printer or (Local installs with standard driver over TCP-IP ports)		
Coverage Exclusions & Exceptions		
The cost of any printers, their consumables, or other print services.		
Service Levels & Performance Goals		
Provide access to network printer at least 98%		
Printers added on end-user login to domain with login script that adds printer based on that user's access levels. (For example, a member of accounting gets access to the accounting printer automatically when they sign in.)		
Service Level & Performance Exceptions		
Downtime due to physical malfunction that leads to a replacement or dispatch of vendor recommended printer repair technician.		

*Dependent on the Technology being utilized and may not be available

Group 15 – IT Procurement Coverage (A3.15)

Service Provider Activities	Frequency	Detailed Description
Assessment, selection, quotation, purchasing, procurement, and tracking of IT purchases for Client	As Needed	
Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		
Value Reporting*	Frequency	Detailed Description
Packaged with monthly invoice		
Service Onboarding Activities	Frequency	Detailed Description
Share process for submitting technology requests	Once Per Client	
Share process for accepting quotes	Once Per Client	
Designate Client contacts to manage quote approvals	Once Per Client	
Serviceable Technologies	Supported Versions and Releases	
N/A		
Serviceable Conditions		
Client is in good standing with the Service Provider on any existing invoices		
Coverage Exclusions & Exceptions		
The costs associated to all purchases, the Service Provider is only acting as a facilitator and will invoice all approved quotes.		
Service Levels & Performance Goals		
General Service Levels Apply		
Service Level & Performance Exceptions		
When parts or equipment are out of stock or on backorder the instance is exempt from general service levels.		

*Dependent on the Technology being utilized and may not be available

Group 16 – Vendor Management Coverage (A3.16)

Service Provider Activities	Frequency	Detailed Description
Act as the single point of contact for Client Requests and interact with vendors to address IT problems and problems with applications on the Client's behalf.	As Needed	
Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		
Value Reporting*	Frequency	Detailed Description
N/A		
Service Onboarding Activities	Frequency	Detailed Description
Vendor Assessment and Documentation	Once Per Vendor	
Establish official relationship with each vendor	Once Per Vendor	Only applicable when necessary
Serviceable Technologies	Supported Versions and Releases	
N/A		
Serviceable Conditions		
Service and support contracts or agreements must be in place between the Vendor and the Client.		
Coverage Exclusions & Exceptions		
Any and all service or support fees with the managed vendors.		
Service Levels & Performance Goals		
The general service levels apply but are contingent upon the Vendor's defined service levels. (The lengthier levels will take precedence)		
Service Level & Performance Exceptions		
When the service from the vendor and their defined service levels exceed that of the Service Providers. The vendor's service levels will take precedence.		

*Dependent on the Technology being utilized and may not be available

Group 17 – IT Asset Management Coverage (A3.17)

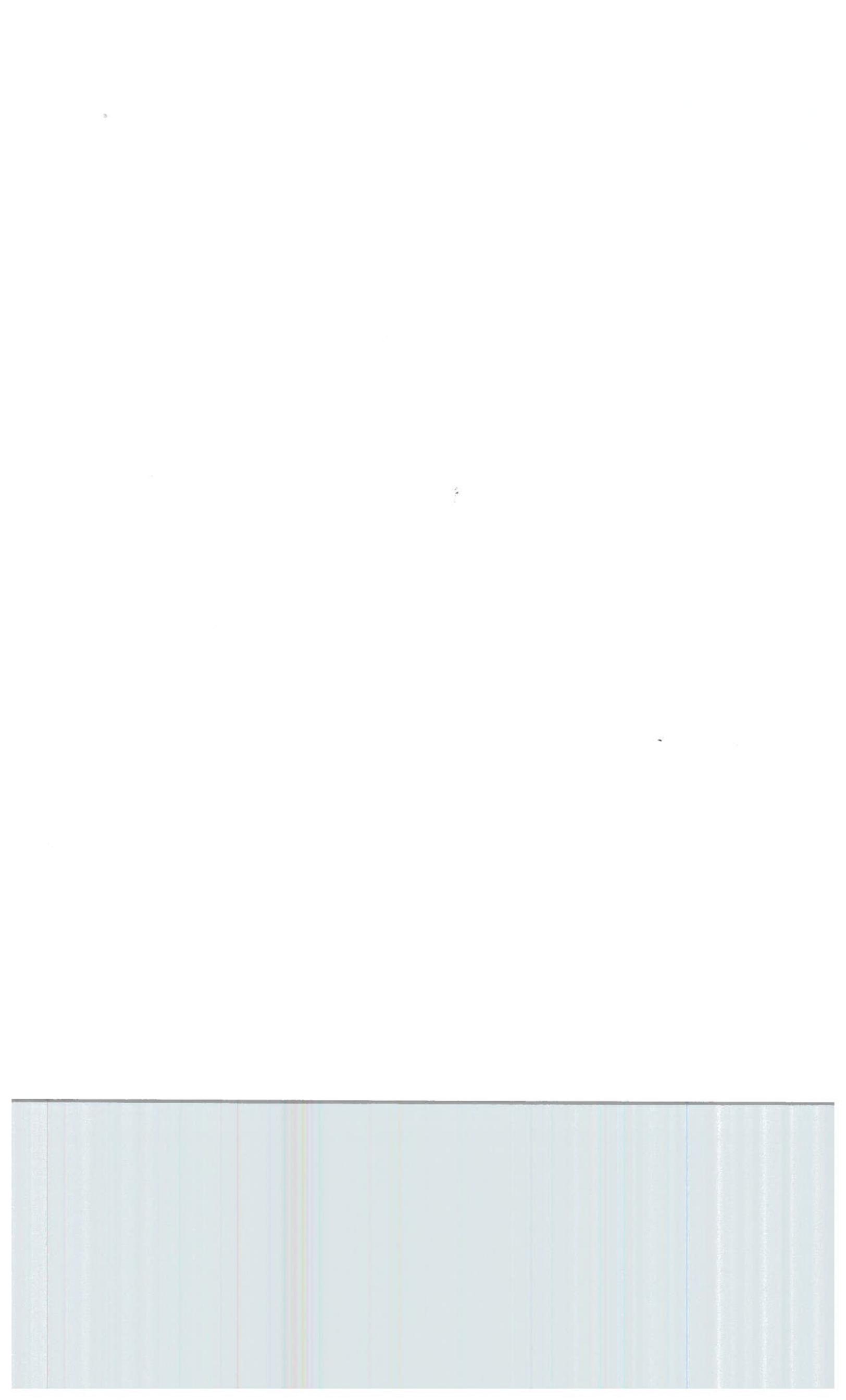
Service Provider Activities	Frequency	Detailed Description
IT Asset Inventory Updates	As Needed	
IT Asset Lifecycle Assessment	Monthly or Quarterly	
IT Asset Recycling	As Needed	Some fees may be associated to this service.
Monitors & Service Monitoring*	Frequency	Detailed Description
LT – New Computer Detected	Continuous	
LT – New Device Detected	Continuous	
Value Reporting*	Frequency	Detailed Description
Asset Summary Report	As Needed	
Hardware Report	As Needed	
Service Onboarding Activities	Frequency	Detailed Description
IT Environment Assessment and Tracking	Quarterly	
Serviceable Technologies	Supported Versions and Releases	
N/A		
Serviceable Conditions	Service Provider's agent software is deployed to all covered workstations and servers. Physical access to every covered site is available or alternative methods of documenting remote site assets is determined.	
Coverage Exclusions & Exceptions	The cost of any hardware, software, or licenses. The disposal costs or fees of any hardware or other IT equipment.	
Service Levels & Performance Goals	All IT Assets tracked and logged inside the Service Provider's Asset Management Software	
Service Level & Performance Exceptions	Equipment purchased or procured without the Service Provider's awareness.	

*Dependent on the Technology being utilized and may not be available

Group 18 – Professional Services Consulting/Virtual CIO Coverage (A3.18)

Service Provider Activities	Frequency	Detailed Description
Business Review	Quarterly	
IT directional guidance	As Needed	
Monitors & Service Monitoring*		
N/A		
Value Reporting*		
N/A		
Service Onboarding Activities		
Initial Business Needs Assessment	Once Per Client	
Serviceable Technologies		Supported Versions and Releases
N/A		
Serviceable Conditions		
N/A		
Coverage Exclusions & Exceptions		
The execution and implementation of recommendations may not be covered unless otherwise indicated within this Agreement.		
The cost of any hardware, software, licenses, or services that are necessary to implement any recommendations.		
Service Levels & Performance Goals		
N/A		
Service Level & Performance Exceptions		
N/A		

*Dependent on the Technology being utilized and may not be available



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

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

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR A GRANT UNDER ANY OF THE FOLLOWING FTA PROGRAMS MANAGED THROUGH LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT.

- 49 CFR 5311, Formula Grant for Rural Areas
- 49 CFR 5339, Grants for Bus and Bus Facility Program
- 49 CFR 5316, Job Access and Reverse Commute

WHEREAS, the Secretary of Transportation and Development is authorized to make grants for mass transportation projects;

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provisions by it of the local share of project costs;

WHEREAS, it is required by the Louisiana Department of Transportation and Development in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment, or consultant and other services:

NOW, THEREFORE, BE IT RESOLVED by St. James Parish Government:(Applicant)

1. That the Parish President is authorized to execute and file an application on behalf of St. James Parish Government with the Louisiana Department of Transportation and Development, to aid in the financing of operating and/or capital assistance projects pursuant to FTA transit programs.
2. That the Parish President is authorized to execute and file with such applications an assurance or any other document required by the Louisiana Department of Transportation and Development effectuating the purposes of Title VI of the Civil Rights Act of 1964, as amended.
3. That the Parish President is authorized to furnish such additional information as the Louisiana Department of Transportation and Development may require in connection with the application or the project.
4. That the Parish President is authorized to set and execute affirmative minority business policies in connection with the project's procurement needs.
5. That the Parish President is authorized to execute grant contract agreements on behalf of St. James Parish Government with the Louisiana Department of Transportation and Development for aid in the financing of the operating or capital assistance projects.
6. This resolution is applicable for a period of one year unless revoked by the governing body and copy of such revocation shall be furnished to the DOTD.

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 30th day of September 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 30th day of September 2020.

Signed at Vacherie, Louisiana this 1st day of September 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

A RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF FISCAL YEAR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) AND AUTHORIZING THE PARISH PRESIDENT AND/OR HIS DESIGNEE TO SIGN, EXECUTE, AND ADMINISTER SAID AGREEMENT AND ALL RELEVANT DOCUMENTS.

WHEREAS, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) has made funds available through the Emergency Management Performance Grant (EMPG) to assist in efforts that enhance our ability to prepare for, prevent where possible, respond to, recover from and mitigate against emergency and disaster events.

WHEREAS, the St. James Parish Department of Emergency Preparedness wishes to participate in the Emergency Management Performance Grant; and

WHEREAS, St. James Parish Council authorizes the Administration to seek additional state and federal government funding; and

NOW, THEREFORE, BE IT RESOLVED, that Peter Dufresne, St. James President and/or his designee, is hereby authorized to apply for, sign, accept, execute, and administer the application and use of funds relating to the Emergency Management Performance Grant.

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

Signed at Vacherie, Louisiana, this 1st day of October 2020.

(S E A L)

Linda Hubbell
Secretary



**GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS
STATE OF LOUISIANA**



GRANT AWARD SHEET

1. SUB-RECIPIENT NAME AND ADDRESS (INCLUDING ZIP CODE) St. James Parish Government Peter "Pete" Dufresne 5800 Hwy 44 Convent, LA 70723	3. GRANT AWARD NUMBER EMT-2020-EP-00001-S01
	4. CFDA NUMBER 97.042
	5. ACTION INITIAL GRANT AWARD
2. GRANT TITLE Emergency Management Performance Grant - Fiscal Year 2020	6. AWARD DATE 9/23/2020
	7. GOHSEP GRANT SPECIALIST Ashley Givens 225-922-0260 ashley.givens@la.gov

SECTION I. GRANT AWARD AMOUNT	8. GRANT AWARD AMOUNT \$26,725.17
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SECTION II. GRANT PERFORMANCE PERIOD

9. GRANT PERFORMANCE PERIOD
BEGIN DATE <u>10/1/2019</u> END DATE <u>5/31/2022</u>

SECTION III. GRANT AWARD SPECIAL CONDITIONS

10. SPECIAL CONDITIONS

The above named grant and related award package is conditionally awarded to your agency subject to your agency's acceptance of the following: 1) special conditions as set forth by GOHSEP, 2) federal grant agreement articles and 3) compliance with the federal Notice of Funding Opportunity Announcement (NOFO) issued for this award and 4) FEMA Preparedness Grants Manual. See attached grant agreement articles and NOFO for specific details.

Please make sure you read and understand the special conditions, grant agreement articles and NOFO as they outline the terms and conditions of your grant award. A copy of these documents must be maintained for your official file.

This grant award is 100% federal funded; therefore, your agency, as the sub-recipient is not required to provide either in-kind match or cash match.

Before you request and receive any of the federal grant funds awarded to your agency, you must establish acceptance of the grant by satisfying the following:

- 1) please sign and date both the Grant Award Sheet (page 1) and attached grant agreement articles (page 8),
- 2) complete the Designation of Sub-recipient Point of Contact/FFATA reporting requirement form,
- 3) return all completed documents to your designated GOHSEP Homeland Security Grant Specialist, and SEE ADDITIONAL SPECIAL CONDITIONS CONTINUED ON PAGES 2-5.

SECTION IV. SAA AUTHORIZATION

11. TYPED NAME OF SAA OR AUTHORIZED REPRESENTATIVE James B. Waskom Director	12. SIGNATURE OF SAA OR AUTHORIZED REPRESENTATIVE / DATE  9/23/2020
---	--

SECTION V. SUB-RECIPIENT ACCEPTANCE

By my signature below, I attest that I am the duly authorized representative to sign on behalf of the sub-recipient participating in this grant and, on behalf of the sub-recipient, accept and will comply with the special conditions, grant agreement articles and grant guidance, which are required for participation in this grant program.

13. PRINTED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	14. SIGNATURE OF AUTHORIZED REPRESENTATIVE / DATE
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GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS



STATE OF LOUISIANA

AWARD CONTINUATION SHEET

GRANT AWARD NO. EMT-2020-EP-00001-S01

CFDA NO. 97.042

AWARD DATE: 09/23/2020

SPECIAL CONDITIONS CONTINUED

A. State Administrative Agency (SAA) Pre-Approval of all Sub-recipient Expenditures

Sub-recipient must obtain approval of their project application by the SAA prior to any obligation/expenditure for equipment, training, exercise, planning, organizational and/or management & administrative projects. Failure to obtain prior approval by the SAA may result in de-obligation of funding.

B. Prior Approval for Modification of Approved Budget and Projects

Sub-recipient must report any deviations from your SAA approved budget where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%).

C. Compliance with all SAA Established Deadlines

As established by the SAA, sub-recipient must meet imposed deadlines regarding grant award timelines. If extensions to the established deadlines are warranted, the sub-recipient will be required to submit detailed justification, in which the SAA may or may not grant the extension.

D. La. R.S. 29:727

Sub-recipient shall comply with La. R.S. 29:727, including the requirement in La. R.S. 29:727(I) that requires each Parish or Police Jury President, through the Parish Director of Homeland Security and Emergency Preparedness, to form a Parish Emergency Management Advisory Committee (PEMAC). Failure to comply with La. R.S. 29:727 for awarded grant funds may jeopardize all grant funding awarded by the SAA potentially resulting in the suspension and/or de-obligation of this award.

E. Data Collection

Sub-recipient agrees to cooperate with any national and state; assessments, evaluation efforts, and/or data and information collection requests.

F. Compliance with Reporting Requirements

Sub-recipient must comply with all SAA Reporting Requirements including, but not limited to, EMPG Quarterly Reports due to the SAA no later than 15 days past the last day of the quarter, i.e., Jan. – Mar., due April 15th, Apr. – Jun., due Jul. 15th, Jul. – Sep., due Oct. 15th, Oct. – Dec., due Jan. 15th. SAA will send notices to sub-recipient and provide reporting formats in advance.

G. NIMS Adoption and Implementation

Sub-recipients are required to maintain adoption and implementation of NIMS. DHS/FEMA describes the specific activities involved in NIMS implementation in the NIMS Implementation Objectives (<https://www.fema.gov/implementation-guidance-and-reporting>). Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies). Utilization of the standardized resource management concepts, such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Recipients should manage resources purchased or supported with DHS/FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is available under <http://www.fema.gov/resource-management-mutual-aid>.



**GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS**



STATE OF LOUISIANA

AWARD CONTINUATION SHEET

GRANT AWARD NO. EMT-2020-EP-00001-S01

CFDA NO. 97.042

AWARD DATE: 09/23/2020

SPECIAL CONDITIONS CONTINUED

H. EMPG Quarterly Reporting Requirements

1. PERSONNEL Quarterly Reporting Requirements

Each sub-recipient quarterly report should include the following information for each emergency management personnel supported (fully or partially) by EMPG:

Personnel Details

- Agency
- *First and Last Name*
- Title
- Position code (if applicable)
- If position is occupied or vacant
- Federal EMPG percentage of salary paid

All EMPG funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the TEP, all EMPG -funded personnel full- and part-time sub-recipients shall complete the following training requirements and record proof of completion:

- a. NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) and
- b. Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy	
PDS Professional Development Series	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.c An Introduction to Exercises	IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management	IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.c Emergency Planning	IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence	IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving	E/L101 Foundations of Emergency Management
IS-242.b Effective Communication	E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers	E/L103 Planning Emergency Operations
	E/L104 Exercise Design
	E/L105 Public Information & Warning

All personnel are encouraged to take the updated versions when available, but it is not a requirement.

2. EXERCISE Data Quarterly Reporting Requirements

Sub-recipient must develop and maintain a progressive exercise program consistent with the National Exercise Program base plan and the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines. Exercise activities should align to a current TEP developed through an annual TEPW.



GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS



STATE OF LOUISIANA

AWARD CONTINUATION SHEET

GRANT AWARD NO. EMT-2020-EP-00001-S01

CFDA NO. 97.042

AWARD DATE: 09/23/2020

SPECIAL CONDITIONS CONTINUED

Sub-recipient must report the following:

- Date of the After Action Report/Improvement Plan (AAR/IP) submitted
- Date of the exercise
- If exercise fulfills progressive exercise requirement
- Exercise funded with EMPG
- Exercise identified in TEP
- Exercise Name
- Exercise Type
- Total Participants
- Total Participants funded by EMPG

3. TRAINING Data Quarterly Reporting Requirements

EMPG funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. EMPG funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses.

Sub-recipient must report the following:

- Training is Identified in Multi-Year TEP
- Training is an EMPG required course
- Training Name
- Course Date
- Course End Date
- Total Course Hours
- Number of Personnel Trained
- Number of Personnel Trained/Completed Course Funded by EMPG

I. Multi-Year Training and Exercise Plan (TEP) and Training and Exercise Plan Workshop (TEPW)

While there are no minimum exercise requirements for FY 2020 EMPG, sub-recipient is required to develop a Multi-Year Training and Exercise Plan (TEP), and update it annually. **Sub-recipient must submit their existing TEP to the SAA by September 30th of each year.** In addition, the sub-recipient is required to conduct a Training and Exercise Planning Workshop (TEPW) to be completed annually by June 30th. **Sub-recipient must submit the TEPW sign in sheet to the SAA.** Sub-recipient can either participate in their Regional TEP or have a parish specific TEP.

J. Emergency Operation Plan (EOP)

Sub-recipient must update their EOP at least once every two years. An evaluation matrix to describe and calculate the percentage towards compliance with CPG 101 v.2 is available in WebEOC. **Sub-recipient must submit the CPG 101 v.2 to the SAA every two years.**

K. Compliance with 2 C.F.R. Part 200.

Sub-recipient must agree to have knowledge of the programmatic rules and guidance, uniform administrative requirements, cost principles, audit requirements for federal grant awards, and maintain formal written policies in accordance with the Title 2, Subtitle A, Chapter 2, Part 200 of the Code of Federal Regulations (C.F.R.) – 2 C.F.R. Part 200.

Link to the C.F.R. is listed below:

- **2 C.F.R. Part 200:** http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

L. Procurement and Documentation

1. Procurement

Through audits and compliance visits conducted by DHS Office of Inspector General (OIG), FEMA and SAA grant monitoring, findings have shown that some sub-recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with Federal procurement policies jeopardizes the integrity of the grant as well



GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS



STATE OF LOUISIANA

AWARD CONTINUATION SHEET

GRANT AWARD NO. EMT-2020-EP-00001-S01

CFDA NO. 97.042

AWARD DATE: 09/23/2020

SPECIAL CONDITIONS CONTINUED

as the grant program. Noncompliance with the Federal procurement rules may result in FEMA and/or the SAA imposing specific conditions as described in 2 C.F.R. § 200.207 or other remedies for noncompliance under 2 C.F.R. 200.338.

2. Documentation

Sub-recipient is required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to sub-recipient.
- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Sub-recipient should keep detailed records of all transactions involving the grant. FEMA and/or the SAA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification. A sub-recipient that fails to fully document all purchases will find their expenditures questioned and subsequently disallowed.

M. Management and Administrative Requirements

Management and Administration (M&A) activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of local emergency managers are not typically categorized as M&A, unless local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Sub-recipient may retain and use up to **three percent (3%)** of the amount received from the SAA for local M&A purposes.

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

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

**A RESOLUTION AUTHORIZING THE OFFICE OF THE PARISH
PRESIDENT TO ADVERTISE AND ACCEPT BIDS FOR RIPRAP AND 54”
ARCH CONCRETE PIPES**

WHEREAS, the St. James Parish Council has proposed several major drainage improvements throughout the Parish to reduce flooding and protect property and public infrastructure; and,

WHEREAS, the budget adopted by the Parish Council included funds for the purchase of material for drainage projects throughout the Parish:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, upon the recommendation of the Parish President’s Office is hereby authorized and empowered to prepare specifications and to advertise and receive, according to law, competitive bids for Riprap and 54” concrete pipe to be utilized on the Humble Street drainage project.

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

Signed at Vacherie, Louisiana, this 1st day of September 2020.

(S E A L)

Linda Hubbell
Secretary

NOTICE OF ACTION

Notice is hereby given to the Louisiana Department of Economic Development (“Department”) of the following action by the St. James Parish Council pursuant to §503(H)(1) of the Industrial Tax Exemption Program Rules:

_____ Industrial Tax Exemption Application #20190076-ITE has been placed on the agenda for a public meeting of the St. James Parish Council, notice of which is attached hereto.

_____ The St. James Parish Council has conducted a public meeting on Industrial Tax Exemption Application #20190076-ITE and voted to _____ the Application.

_____ The St. James Parish Council has conducted a public meeting on Industrial Tax Exemption Application #20190076-ITE and voted to **DENY** the Application.

NOTICE OF THIS ACTION MUST BE GIVEN TO THE DEPARTMENT WITHIN THREE BUSINESS DAYS

Recommended methods of sending notice:

1. Via email to ITEP@la.gov
2. Via facsimile transmission to (225) 342-0142; Attn: Kristin Cheng
3. Via overnight delivery with tracking to:

Louisiana Economic Development
c/o Kristin Cheng
617 N. 3rd St.
11th Floor
Baton Rouge, LA 70802