St. James Parish Council

P. O. Box 176
Vacherie, Louisiana 70090
(225) 562-2400
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council@stjamesparishla.gov

Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

May 12, 2020

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, May 13, 2020, at 6:30 p.m., via video/teleconference.

Prior to the meeting, at 6:15 P.M., there will be a public hearing on:

Proposed Ordinance 20-04, An ordinance adopting an amendment to the Annual Budget of Revenues and Expenditures for the Fiscal Year January 1, 2020 to December 31, 2020, Parish of St. James, State of Louisiana

Please make every effort to attend.

Sincerely,

Linda Hubbell
Secretary

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

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

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

AGENDA
ST. JAMES PARISH COUNCIL
VIDEO/TELECONFERENCE
WEDNESDAY, MAY 13, 2020

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

6:15 P.M.– PUBLIC HEARING

1. Proposed Ordinance 20-04, An Ordinance adopting an amendment to the Annual Budget of Revenues and Expenditures for the Fiscal Year January 1, 2020, to December 31, 2020, Parish of St. James, State of Louisiana

2. Adjourn Pubic Hearing

6:15 P.M.– REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the April 29, 2020 regular meeting minutes

IV. FINANCE DEPARTMENT MONTHLY REPORT

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

V. PRESIDENT'S REPORT

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

VII. PRESENTATION - None

VIII. CORRESPONDENCE RECEIVED - None

IX. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Resolution reappointing Rachel Schexnayder as a District 2 Representative to the Keep St. James Parish Beautiful Board (Amato)
2. Resolution reappointing LeVar Joseph as a District 6 Representative to the St. James Parish Coast Zone Advisory Board (Etienne-Steib)

X. OLD BUSINESS

1. Action on Ordinance 20-04, An Ordinance adopting an amendment to the Annual Budget of Revenues and Expenditures for the Fiscal Year January 1, 2020, to December 31, 2020, Parish of St. James, State of Louisiana

XI. NEW BUSINESS

1. St James Parish Council intends to call a meeting on June 24th, 2020 to adopt the millages for the year 2020. (Dufresne)
2. Resolution to approve disbursement of payroll for the May 15, 2020 payroll (St. Pierre)
3. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
4. Resolution authorizing the Office of the Parish President to seek and receive request for Emergency Feeding during a declared emergency (Dufresne)
5. Resolution authorizing the St. James Parish President to sign and execute a contract with Forte and Tablada, Inc. to provide professional services (Dufresne)
6. Resolution authorizing St. James Parish Government to advertise and receive bids for two (2) new 2021 Transit Connect (small van) (Dufresne)
7. Resolution proclaiming the month of May as Community Action Month in St. James Parish (Dufresne)

8. Resolution accepting the change order from Command Construction for repair to a water line, and authorizing the Parish President, or his designee, to sign, execute, and administer all relevant document (Dufresne)

XI. MOTION TO ADJOURN

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

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

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

RESOLUTION 20-
ST. JAMES PARISH COUNCIL

A RESOLUTION REAPPOINTING RACHEL SCHEXNAYDER AS A DISTRICT 2 REPRESENTATIVE TO THE KEEP ST. JAMES PARISH BEAUTIFUL BOARD

WHEREAS, the term of Rachel Schexnayder, a member of the Keep St. James Parish Beautiful Board, has expired; and,

WHEREAS, Rachel Schexnayder, has since her original appointment, rendered services and performed duties faithfully and well; and,

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

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Rachel Schexnayder, 4049 Hwy 18, Vacherie, Louisiana, 70090 is hereby reappointed to serve as a member of the Keep St. James Parish Beautiful Board, with said term running concurrent with that of the Parish Council.

And, the resolution was declared adopted on this, the 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 2020

_____
Linda Hubbell
Secretary

(S E A L)

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

RESOLUTION 20-
ST. JAMES PARISH COUNCIL

A RESOLUTION REAPPOINTING LEVAR JOSEPH AS A DISTRICT 6 REPRESENTATIVE TO THE ST. JAMES PARISH COASTAL ZONE ADVISORY BOARD

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

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

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

NOW THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that LeVar Joseph, P.O. Box 333, Vacherie, Louisiana, 70090, is hereby reappointed to the St. James Parish Coastal Zone Advisory Board as a representative of District 6, for a term running concurrent with the Parish Council.

And the resolution was declared adopted on this, the 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 2020.

(S E A L)

_____
Linda Hubbell
Secretary

The following ordinance which was previously introduced at a regular meeting held on March 4, 2020, a summary thereof having been published in the official journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage on a motion offed by Councilman _____ and seconded by Councilman _____:

ORDINANCE NO. 20-04
ST. JAMES PARISH COUNCIL

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

THE ST. JAMES PARISH COUNCIL HEREBY ORDAINS that:

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

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

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

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

Note: Dollar values may vary due to rounding.

PARISH OF ST. JAMES
STATE OF LOUISIANA
Year 2020 Budget as Amended 05/13/2020
Consolidated Statement of Revenues, Expenditures
And Estimated Ending Fund Balances

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

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

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And, the ordinance was declared adopted on this, the 13th day of May 2020.

_____
Council Chairman

_____
Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

_____
Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

CERTIFICATE

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the St. James Parish Council in regular meeting held on the 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 2020.

_____
Linda Hubbell
Secretary

(S E A L)

St James Parish Council intends to adopt the following ordinance at its regular scheduled meeting on June 24th, 2020 @ 6:30 pm at 2631 Highway 20, Vacherie, Louisiana 70090. The subject of the meeting will be to adopt the following ordinance levying millages for the 2020 tax roll and other normal council business:

ORDINANCE 20-
ST. JAMES PARISH COUNCIL

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

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

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

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

Purpose	2020 Adopted Millage
A. General Fund – 1064 007	3.200
B. Library Maintenance – 1064 014	2.990
C. Courthouse, Jail, & Public Buildings Maintenance – 1064 015	4.950
D. Road and Bridge Maintenance Parishwide – 1064 017	4.950
E. Enhanced 911 System Maintenance – 1064 022	1.250
F. Parishwide Drainage Facilities – 1064 026	2.990
G. Hospital District – 1064 028	4.730
H. Human Resources Public Improvement – 1064 029	3.910
I. Fire Departments & Emergency Medical Services – 1064 032	3.930
J. Juvenile Detention – 1064 047	1.000

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

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

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

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

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

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

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

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

RESOLUTION 20-
ST. JAMES PARISH COUNCIL

A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE MAY 15, 2020 PAYROLL

WHEREAS, the employee payroll is May 15, 2020 and said payroll is reflected in the payroll disbursement report presented to the Parish Council with this Resolution.

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

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve disbursement of the May 15, 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 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 2020.

_____
Linda Hubbell
Secretary

(S E A L)

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

RESOLUTION 20-
ST. JAMES PARISH COUNCIL

A RESOLUTION TO 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, May 14, 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 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 2020.

(S E A L)

_____
Linda Hubbell
Secretary

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

RESOLUTION 20-
ST. JAMES PARISH COUNCIL

A RESOLUTION AUTHORIZING THE OFFICE OF THE PARISH PRESIDENT TO SEEK AND RECEIVE REQUEST FOR EMERGENCY FEEDING DURING A DECLARED EMERGENCY

WHEREAS, St. James Parish is susceptible to man-made/natural disasters; and

WHEREAS, St. James Parish will have workers out working during a declared emergency; and

WHEREAS, Parish employees will need to be fed during a declared emergency; and

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that the Office of the Parish President, is hereby authorized to advertise and take request for proposals for emergency feeding during a declared emergency.

And the resolution was declared adopted on this, the 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 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 FORTE AND TABLADA, INC. TO PROVIDE PROFESSIONAL SERVICES

WHEREAS, St. James Parish desires to enter into a professional services contract with Forte and Tablada, Inc. to provide inspection and load rate to Blind River boat launch bridge; and,

WHEREAS, Ryan Larousse, will lead the review efforts and serve as the primary advisor for the Parish; and,

WHEREAS, this work will be performed as a one-time service; and,

WHEREAS, Forte and Tablada, Inc. is being contracted for a term of one year and the total cost of this contract shall not exceed $7,500.00.

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Council to execute a contract between St. James Parish and Forte and Tablada, Inc. to provide inspection and load rate to Blind River boat launch bridge in accordance with the terms of this resolution.

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

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 2020.

_____
Linda Hubbell
Secretary

(S E A L)

MASTER CONTRACT
for
PROFESSIONAL SERVICES

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

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

And

Forte and Tablada, Inc. Business Corporation, qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

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

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

1. SCOPE OF SERVICES

A. The Scope of services to be provided by the Consultant may be entered as a scope document, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as Exhibit "A" and made a part hereof as if written herein in full. All work shall be under the direction of **Ryan Larousse**, of the **Operations (Public Works)** Department, hereinafter called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him/her, and all approvals and administration of this contract shall be through him/her.

B. The compensation to the Provider for these services shall not exceed **$7,500**.

2. TERM OF CONTRACT

A. The effective date of this agreement shall begin on the date of the Parish President's signature on the document or the beginning date of the specified

term of the contract, whichever occurs first.

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

C. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) year, beginning on the date of execution by the Parish President. The Parish will have an option to renew for (2) consecutive years after the one (1) year period ends.

D. This Professional Services Contract shall terminate as follows:

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

3. DOCUMENTS

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

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

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

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

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

(1) All records, reports, documents and other material delivered or transmitted

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

(2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.

(3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.

(4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of three (3) years after termination of the contract in accordance with state law, except as follows:

(a) Records that are subject to Federal Funds and/or audit findings shall be retained for three (3) years after such findings have been resolved close out has been issued.

(b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.

(c) The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of three (3) years from the official date of the State's final closeout of the grant.

(d) The State Legislative auditor, DHS-OIG, FEMA and federal auditors shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

Access to Records. The following access to records requirements apply to this contract:

1) The contractor agrees to provide GOHSEP, Agency/Parish/City/Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, records or the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

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

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

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

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

4. PAYMENT OF ALL FEES AND ALL EXPENSES

otherwise. Any out-of-pocket expense in excess of $250.00 shall be pre-approved by PROJECT MANAGER. Failure by Provider to obtain pre-approval from PROJECT MANAGER of expenditures in excess of $250.00 shall constitute grounds for denial of payment.

d. Out of state or parish travel time, only and specifically at the direction and for the convenience of the PROJECT MANAGER, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Travel time shall likewise be pre-approved by the PROJECT MANAGER.

e. Provider agrees to comply with the instructions when submitting invoices.

f. Provider hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Provider's obligation and identified under Federal Tax Identification Number as listed in the Scope.

5. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. The Parish shall have 30 days to dispute Provider's invoice. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.

6. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

B. IF ON A LUMP SUM BASIS

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

C. AS PERTAINS TO HUD/FEMA CONTRACTS ONLY:

All parties to the contract will follow the Federal procurement guidelines set by

Federal Government and the State of Louisiana as provided in 2 CFR 200 et seq., 24CFR and 44CFR.

5. NON-ASSIGNABILITY

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

6. BUDGET LIMITATION

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

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

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

7. INSURANCE

A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the

performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of St. James , in writing, on all of the required coverage provided to St. James Parish. Where possible, all policies and notices should name the Provider and Parish. The Parish may examine the policies at any time.

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

1. The Provider's insurers will have no right of recovery or subrogation against the Parish of St. James (with the exception of Professional Liability Insurance), it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.

3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.

4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.

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

1. Worker's compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least $1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than $500,000 per occurrence.

2. Commercial General Liability Insurance in an amount not less than $1,000,000.00 per occurrence, and $2,000,000.00 aggregate combined single limit for bodily injury, personal injury and property damage, naming St. James Parish as additional insured. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

a) Premises - operations;
b) Broad form contractual liability;

c) Products and completed operations;
d) Personal Injury;
e) Broad form property damage;
f) Explosion, collapse and underground coverage. Not needed for design

3. Business Automobile Liability Insurance with a Combined Single Limit of $500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

a) Any automobiles;
b) Owned automobiles;
c) Hired automobiles;
d) Non-owned automobiles;
e) Uninsured motorist.

4. An umbrella policy or excess policy may be used to meet minimum requirements.

5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of One Million Dollars ($1,000,000.00) per occurrence and $2,000,000.00 aggregate limit for bodily injury liability and property damage liability.

6. All policies of insurance shall meet the requirements of the Parish of St. James prior to the commencing of any work. The Parish of St. James has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. James , the Provider shall promptly obtain a new policy, timely submit same to the Parish of St. James for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

7. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of St. James ,

may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.

8. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under $50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.

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

8. OTHER TERMS AND CONDITIONS

A. **Licenses and Commissions.** The Provider shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. James.

B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding St. James Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.

C. The Provider shall, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm or generation for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property to the extent caused by or (wholly or partially), which grow out of, which arise from, or which

result from any acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement.

D. This agreement shall be binding upon the successors and assigns for the parties hereto.

E. This agreement represents the entire Agreement between Parish and Provider.

F. Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

G. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the Judicial District Court for the Parish of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.

H. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.

I. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.

J. This contract may be amended only by mutual written consent of the respective parties.

K. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.

L. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.

M. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

N. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.

O. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Parish", "PROJECT MANAGER" and "Parish" and "the Parish of St. James " may be used interchangeably.

P. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.

Q. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.

R. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.

S. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.

T. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

U. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs and, expenses, by the Parish to, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the Provider, it's agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the action or omission to act of the Provider.

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

W. Procurement of Recovered Materials. (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired – (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

9. TERMINATION AND SUSPENSION

A. Termination for Cause

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

determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment for deliverables in progress; to the extent work has been actually and satisfactorily performed.

C. Right to Cancel

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

(2) Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice.

D. Additional Causes for Termination or suspension:

1. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice. Parish has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Parish.
2. By mutual agreement and consent of the parties hereto.
3. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
4. By either party upon failure to fulfill its obligations as set forth in this contract
5. In the event of the abandonment of the project by the Parish.
6. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.

E. Upon termination, the Provider shall be paid for actual work performed prior to the

notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

F. Upon termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.

G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.

H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.

I. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated with litigation. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel as provided on the fee schedule of the Louisiana Attorney General or in the private sector, whichever is greater. The parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

J. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

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

10. AUDITORS

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

The State Legislative auditor, DHS-OIG, FEMA and federal auditors shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

Access to Records. The following access to records requirements apply to this contract:

1) The contractor agrees to provide GOHSEP, Agency/Parish/City/Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, records or the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

11. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider

warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans' status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

12. INDEPENDENT CONTRACTOR

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

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

C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.

E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.

F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish.

It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

13. NOTICES

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

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

Provider: 9107 Interline Avenue
Baton Rouge, Louisiana 70809

14. AUTHORITY TO ENTER CONTRACT

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

15. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Consultant's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Consultant's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub Consultant or vendor as a result of such direction by the Department, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

16. CERTIFICATION OF NONSEGREGATED FACILITIES
(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or sub Consultant certifies that he/she does not maintain or provide for his/her establishments, and that he/she does

not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or sub Consultant agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed sub Consultants prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub Consultants (except where proposed sub Consultants have submitted identical certifications for specific time periods).

17. CIVIL RIGHTS

The Consultant shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

18. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Consultant shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

19. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND

BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the sub Consultant is in violation of the regulations in 24 CFR part 135. The Consultant will not subcontract with any sub Consultant where the Consultant has notice or knowledge that the sub Consultant has been found in violation of the regulations in 24 CFR part 135.

E. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education

Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

20. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over $10,000)

A. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Consultant will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal

Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

21. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

22. AGE DISCRIMINATION ACT OF 1975

The Consultant shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

23. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding $100,000)

The Consultant and all sub Consultants shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Consultants and sub Consultants shall furnish to the owner, the following:

A. A stipulation by the Consultant or sub Consultants, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Consultant to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Consultant that he will include, or cause to be included, the

criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Consultant will take such action as the government may direct as a means of enforcing such provisions.

24. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

25. INSPECTION

The authorized representative and agents of the State of Louisiana and/or any Federal agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

26. REPORTING REQUIREMENTS

The Consultant shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

27. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph

prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

28. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Consultant agrees as follows:

A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Consultants shall incorporate foregoing requirements in all subcontracts.

29. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Consultant for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

30. ENERGY EFFICIENCY

The Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy, Conservation Act (Public Law 94-163) and LRS 40:1730.49.

31. SUBCONTRACTS

A. The Consultant shall not enter into any subcontract with any sub Consultant who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Consultant shall be as fully responsible to the Owner for the acts and omissions of the Consultant's sub Consultants, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Consultant.

C. The Consultant shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind sub Consultant to the Consultant by the terms of the contract documents insofar as applicable to the work of sub Consultants and to give the Consultant the same power as regards terminating any subcontract that the Owner may exercise over the Consultant under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any sub Consultant and the Owner.

32. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Consultant represents and warrants that it and its sub Consultants are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations), 2 CFR 215 and Appendix (A) (8).

33. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

34. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written and executed amendments to this Contract.

35. PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be

employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

36. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). and compliance with the Copeland (Anti-kickback) Act. The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the sub Consultants with such regulations, and shall be responsible for the submission of affidavits required of sub Consultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub grantees when required by Federal grant program legislation)

37. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

38. POLITICAL ACTIVITY

The Consultant will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

39. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

40. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

41. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352 (AS AMENDED)

CONTRACTORS who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Sub-recipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

This agreement is executed in three (3) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

Title: Parish President
St. James Parish Government
Date: 4-29-2020

WITNESSES
Joffrey Easley

Title: Principal
Forte and Tablada, Inc.
Date: 4/28/2020

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

A. IF ON AN HOURLY BASIS:

1. Notwithstanding any section herein or the Scope, all invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their classifications and a detailed description of the work performed. Where there is payment based upon an hourly rate for all services outlined in each task of work, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, a written & detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

2. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than $.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.

3. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.

4. Invoices for services shall be submitted by Provider to the OPERATIONS DEPARTMENT for review and approval:

St. James Parish Government
P.O. Box106
Convent, LA 70723

a. All invoices must describe the Parish Project.
b. All billings by Provider for services rendered shall be submitted in writing.
c. Provider shall be reimbursed for reasonable out-of-pocket expenses at the state prevailing rate unless grant guidelines reflect

Exhibit A

Scope of Work: Provide inspection and load rate to Blind River boat launch bridge

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

RESOLUTION 20-
ST. JAMES PARISH COUNCIL

A RESOLUTION AUTHORIZING ST. JAMES PARISH GOVERNMENT TO ADVERTISE AND RECEIVE BIDS FOR TWO (2) NEW 2021 TRANSIT CONNECT (SMALL VAN)

BE IT RESOLVED, by the St. James Parish Council, that St. James Parish Government is hereby authorized and empowered to prepare specifications and to advertise and receive, according to law, competitive bids for two 2021 Transit Connect (small vans), to be used by St. James Parish Government Department of Human Resources.

And the resolution was declared adopted on this, the 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 2020.

(S E A L)

_____
Linda Hubbell
Secretary

SPECIFICATIONS FOR
TWO (2) 2021
TRANSIT CONNECT VANS (SMALL VANS)

ST. JAMES PARISH GOVERNMENT

ST. JAMES PARISH, LOUISIANA
MAY 5, 2020

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NOTICE TO BIDDERS

St. James Parish Department of Human Resources will be accepting separate sealed bids in the Office of the Parish President, Convent Courthouse up to 10:00 a.m. Monday, June 15, 2020 at which time they will be opened and read aloud in the St. James Parish President's Office.

Prospective bidders must bid all items as listed and meet minimum requirements as specified in the bid documents. Vehicle specifications and documents are available from the Department of Human Resources, Office of the President, Parish Courthouse, Convent, Louisiana.

The envelope containing the bid must be marked "St. James Parish Transit Connect (small van) Bid" clearly on the outside of the envelope.

All bids must be complete and include delivery schedule and warranty.

Immediate delivery and availability of parts, service, and warranty will be considered in the awarding of bids.

St. James Parish Department of Human Resources reserves the right to reject any and all bids and to waive any formalities.

SECTION I
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BID DOCUMENTS

The Notice to Bidders, Instruction to Bidders, General Specifications, and Bidder Information, compose the documents, which shall include all properly authorized modifications.

ARTICLE 2 - EXAMINATION OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS

Bidder shall thoroughly examine the specifications and requirements. The failure or omission of any bidder to examine any form, type, addendum, or other special notes shall in no way relieve any bidder from any obligations with respect to his bid. The submission of a bid shall be taken as prima facie evidence of compliance with this Section I.

ARTICLE 3 - ALTERNATIONS IN BIDS

The General Specification Section invites bids on definite equipment and minimum specifications. Each bidder shall bid upon the item exactly as specified and as provided in the bid.

ARTICLE 4 - PRICES

In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall control. The prices are to include the furnishing of all materials, equipment, tools and all other facilities, and the performance of all labor services necessary or proper for the completion of the work and/or delivery of the item.

ARTICLE 5 - WITHDRAWAL OF BID

Bids can not be withdrawn within 5 days of the scheduled closing time for receipts of bids. Any bidder may withdraw his bid, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefore.

After the scheduled closing time for the receipt of bids or before the bid award, no bidder will be permitted to withdraw his bid unless said award is delayed for a period exceeding sixty (60) days. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the proposal after it has been opened.

ARTICLE 6 - POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSALS

The Parish reserves the right to postpone the date for receipt and opening of bids and will give written or telegraphic notice of any such postponement to all persons to whom specifications and bid documents have been issued, at any time prior to the scheduled closing time for the receipt of bids.

ARTICLE 7 - SUBMISSION OF BID

Bids will be received only at the place, and until the scheduled closing time, as stated in the Notice to Bidders. It is the sole responsibility of the bidder to see that his bid is received by the designated times. Any bid received after the scheduled closing time for receipt of bids will be returned unopened to the Bidder.

ARTICLE 8 - OPENING OF BIDS

At the time and place set for the opening and reading of bids, each and every bid (except those which have been withdrawn in accordance with Article 5, "Withdrawal of Bid", of this Section) received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud, irrespective of any irregularities or informalities in such bids.

ARTICLE 9 - DETERMINATION OF BID

The award of the bid will be based on the lowest responsible bid quoted on the bid for the item(s) chosen by the Parish. Bids will be awarded according to the lowest price quoted, service, availability of parts, and warranty.

ARTICLE 10 - REJECTIONS OF BIDS

The Parish reserves the right to reject any or all bids. Without limiting the generality of the foregoing, any bid, which is obscure or irregular, may be rejected; any bid in which unit prices or other required information is omitted may be rejected.

ARTICLE 11 - ACCEPTANCE OF BIDS

Within thirty (30) calendar days after the date of opening of the bids, the Parish will act upon them. The acceptance of the bid will be by Purchase Requisition Order signed by a duly authorized representative of the Parish. The acceptance of a bid shall bind the successful bidder to the price and delivery date of the item(s).

ARTICLE 12 - DISQUALIFICATION OF BIDDERS

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of his Bid:

(1) Evidence of collusion among Bidders.

(2) Lack of competency as revealed by financial statements, experience, or other factors.

(3) Default on a previous municipal bid or failure to perform or deliver bid items.

ARTICLE 13 - QUALIFICATIONS OF BIDDER

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The Parish reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources. Bidders must be in good standing in the State of Louisiana and must provide evidence that the Bidders are licensed to do business in the State of Louisiana and Parish of St. James.

SECTION II
GENERAL SPECIFICATIONS

ARTICLE 1 - SCOPE

The items requested under this bid document shall consist of the items contained in the specifications, and shall include the supervision, materials, equipment, labor, and parts necessary to deliver such items.

The services covered by this bid document are for the delivery and installation (where applicable) of any/all items awarded by the Parish to the Parish Courthouse, located at 5800 Highway 44, Convent, La.

ARTICLE 2 - PERFORMANCE/COMPLETION

The Bidder shall be required to deliver such items as per specifications within one hundred twenty (120) days after the bidder receives the Purchase Requisition Order.

The time stated for bid completion shall include final preparations and installation of all parts and equipment.

ARTICLE 3 - LIQUIDATED DAMAGES

If the Bidder fails to deliver the items within the time specified in the bid document, or any extension, the Bidder shall pay to the Parish as liquidated damages, the sum of $25.00 for each day of delay.

ARTICLE 4 - MATERIAL AND WORKMANSHIP

All equipment, material, and articles incorporated into the items for bid shall be of the most suitable size for the purpose intended, unless otherwise specifically provided in the Bid Document. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Bidder may, at its option, use any equipment, material, article, or process that is equal to that named in the specifications, unless otherwise specifically provided in this bid.

The Bidder shall furnish to the Parish the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and/or other equipment. Machinery, equipment, material, and articles that do not have the required approval shall be installed or delivered at the risk of subsequent rejection.

ARTICLE 5 - MINIMUM BID SPECIFICATIONS

New 2020 Transit Connect (Small Van) XL Wagon/Xl Package—Gray

- Vinyl Seat Trim
- 2.0 Liter I4 Engine
- 8 Speed Automatic Transmission
- P215/55R16 BSW Tires
- 5420 # GVWR
- 2 Front Bucket Seats Vinyl
- 2nd Row 3 Passenger Seat
- 3rd Row 2 Passenger Seat
- (7 Passengers)
- HD Battery
- 2 Addition Key FOBS
- Second Row Side Glass
- Third Row Side Glass
- Dual Sliding Side Doors
- Rear Swing Out Cargo Doors
- Front/Rear Air Conditioner
- Power Windows
- Reverse Sensing System
- Rear View Camera

ARTICLE 6 - BASIS AND METHOD OF PAYMENT

Notwithstanding any other payment terms in this bid, the Parish will make final payment and under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated.

Invoice Payments

An invoice is the supplier's bill or written request for payment under the terms of the bid for work or services performed under the contract. An invoice shall be prepared and submitted to the Parish Purchasing Agent. A proper invoice must include the items listed below:

(1) Name and address of the bidder/supplier

(2) Invoice date

(3) Purchase order number or other type authorization for purchase or services performed.

(4) Description of item and/or services performed, including warranty information.

(5) Names (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice or item.

If the invoice does not comply with these requirements, the bidder will be notified of the defect within 10 days after receipt of the invoice at the designated billing office.

Final payments shall be based on completion, delivery and acceptance of all work, items and presentation of all warranties, where applicable, and from payments for partial deliveries that have been accepted by the Parish:

(a) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the bidder or the 30th day after Parish's acceptance of the item or services completed by the Bidder, whichever is later. However, if the designated billing office fails to annotate the invoice with the date of actual receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Bidder's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Bidders compliance with minimum specifications.

SECTION III
BIDDER INFORMATION
MINI VAN

Name: _____

Company: _____

Address: _____

_____

Phone: _____

Fax: _____

Price - Number: $_____

Words: _____

Total Bid Price: $_____

Delivery Schedule: _____ days

Warranty Information: _____

_____

_____

ST. JAMES PARISH GOVERNMENT

INVITATION TO BID

TWO 2021 TRANSIT CONNECT VAN'S (SMALL VANS)

St. James Parish Government/ Department of Human Resources will be accepting sealed bids for two 2021 Transit Connect Vans (small vans) until 10:00 a.m., Monday, June 15, 2020 in the Office of the President, Parish Courthouse, Convent, Louisiana.

Vehicle specifications are on file in Office of the President/Department of Human Resources, St. James Parish Courthouse Building, Convent, Louisiana.

Interested parties of the mentioned vehicles must submit a sealed and complete bid clearly marked to the Office of the President/ Department of Human Resources, Convent Courthouse, no later than 10:00 a.m., Monday, June 15, 2020 at which time bids will be opened and read aloud.

Immediate delivery and availability of parts, service, and warranty will be considered in the awarding of bids.

The St. James Parish Government/ Department of Human Resources reserves the right to reject any and all bids and to waive any formalities.

/s/ _____
Peter A. Dufresne

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

RESOLUTION 20-
ST. JAMES PARISH COUNCIL

A RESOLUTION PROCLAIMING THE MONTH OF MAY AS COMMUNITY ACTION MONTH IN ST. JAMES PARISH

WHEREAS, community action agencies were created when the Economic Opportunity Act of 1964 was signed into law; and,

WHEREAS, community action agencies have a 56-year history of promoting self-sufficiency for the limited income; and,

WHEREAS, community action agencies have made an essential contribution to individuals and families in St. James Parish, by providing them with innovative and cost-effective programs; and,

WHEREAS, community action agencies are needed as major participants in the reform of the welfare system as we know it; and,

WHEREAS, welfare reform in St. James Parish has benefited from the state's partnership with community action agencies; and,

WHEREAS, the limited income continue to need opportunities to improve their lives and their living conditions, thus ensuring that all citizens are able to live in dignity; and,

WHEREAS, St. James Parish and the entire United States must continue to promote economic security by providing support,and opportunities for all citizens in need of assistance;

NOW, THEREFORE, BE IT RESOLVED, that the members of the St. James Parish Council and the Parish President do hereby jointly proclaim May 2020 as

COMMUNITY ACTION MONTH
in St. James Parish in recognition of the hard work and dedication of St. James Parish Government

And the resolution was declared adopted on this, the 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana, this 14th day of May 2020.

_____
Linda Hubbell
Secretary

(S E A L)

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

RESOLUTION 20-
ST. JAMES PARISH COUNCIL

A RESOLUTION ACCEPTING THE CHANGE ORDER FROM COMMAND CONSTRUCTION FOR REPAIR TO A WATER LINE, AND AUTHORIZING THE PARISH PRESIDENT, AND/OR HIS DESIGNEE, TO SIGN, EXECUTE, AND ADMINISTER ALL RELEVANT DOCUMENTS

WHEREAS, the description of work per Command Construction's contract for the Change Order of a water line repair; and,

WHEREAS, the total cost amount for Change Order is an increase in the amount of $3,275.90; and,

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 Command Construction 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 13th day of May 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 13th day of May 2020.

Signed at Vacherie, Louisiana this 14th day of May 2020.

_____
Linda Hubbell
Secretary

(S E A L)