



St. James Parish Council

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

Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

February 4, 2020

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, February 5, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse in Convent.

Prior to the meeting, at 6:15 P.M., there will be a public hearing for Proposed Ordinance 20-01, An ordinance amending Chapter 2, Article II, Section 2-36, of the St. James Parish Code of Ordinances revising the meeting time of the St. James Parish Council.

Please make every effort to attend.

Sincerely,


Linda Hubbell
Secretary

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

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

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

AGENDA
ST. JAMES PARISH COUNCIL
Parish Courthouse – 5800 Hwy 44, Convent, LA
WEDNESDAY, FEBRUARY 5, 2020

6:15 P.M. – PUBLIC MEETING

1. Proposed Ordinance 20-01, An ordinance amending Chapter 2, Article II, Section 2-36, of the St. James Parish Code of Ordinances revising the meeting time of the St. James Parish Council (St. Pierre)

6:30 P.M.– REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the January 21, 2020 regular meeting minutes

IV. FINANCE DEPARTMENT MONTHLY REPORT

1. Approval of the December 2019 Statement of Revenues and Expenditures.

V. PRESIDENT’S REPORT

VI. PUBLIC COMMENT

VII. PRESENTATION - None

VIII. CORRESPONDENCE RECEIVED

1. From Corinne Van Dalen, Earth Justice – FG LA LLC (Formosa) Land use Decision. (St. Pierre)

IX. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Resolution appointing members to the St. James Parish Coastal Zone Advisory Board (St. Pierre)
2. Resolution affirming appointments to the Keep St. James Parish Beautiful Board (St. Pierre)
3. Resolution affirming appointments to the District 5 Recreation Board (Cooper)

X. OLD BUSINESS

1. Director’s Update
 - District 5 Alternate Access Route (Cooper)
2. Action on Ordinance 20-01, An ordinance amending Chapter 2, Article II, Section 2-36, of the St James Parish Code of Ordinances revising the meeting time of the St. James Parish Council. (St. Pierre)
3. Resolution affirming appointments to the Lucher Recreation Board (tabled 01-21-2020) (Amato)

XI. NEW BUSINESS

1. Resolution to approve disbursement of payroll for the February 7, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution appointing a Deputy Council Secretary for the St. James Parish Council in the event Council Secretary is absent and unavailable to act in this capacity (St. Pierre)
4. Resolution proclaiming the month of February 2020 as Black History Month in St. James Parish (Dufresne)
5. Resolution authorizing the Parish President to sign a Cooperative Endeavor Agreement and any other documents with the Department of Children and Family Services for disaster food stamps and related services (Dufresne)
6. Resolution of the St. James Parish Council denying Industrial Tax Exemption Application #20190076-ITE (Praxair, Inc.’s Steam Methane Reformer Project) as presented by the Louisiana Board of Economic Development and Approving Application #20190076-ITE with alternative exemptions (Dufresne)
7. Resolution authorizing the Office of the Parish President to advertise and take bids for multiple model pickup trucks for St. James Parish Government (Dufresne)
8. Resolution authorizing the St. James Parish President to enter into a contract with Attorney Martin K. Maley, Sr. and the Law Firm of Martin K. Maley, APLC to provide legal services to the Parish President and Administration with regard to any and all matters in which the District Attorney’s office is conflicted (Dufresne)
9. Resolution authorizing the St. James Parish President to sign and execute a contract with Mougeot Architecture, LLC to provide engineering services to develop plans and bid documents for renovations of fire stations, for new fire stations and fire department warehouse building parishwide (Dufresne)

10. Resolution authorizing the execution of a Cooperative Endeavor Agreement and to designate Parish President Peter A. Dufresne to act on behalf of St. James Parish in the signing of all documents for the State Capital Outlay Funding Project No. 50-J47-19-01 (Dufresne)
11. Introduction of Ordinance, An ordinance providing for the purchase of natural gas from the Black Belt Energy Gas District (“Black Belt”); providing for the sale of natural gas by the Parish; approving the execution and delivery of a Gas Supply Agreement, Gas Purchase and Sale Agreement, and other agreements relating to the purchase and/or sale of natural gas; consenting to the assignment of certain obligations under the Gas Supply Agreement and the Gas Purchase and Sale Contract in connection with the issuance of bonds by Black Belt; and providing for other matter in connection therewith (Dufresne)
12. Introduction of Ordinance, An ordinance authorizing the execution of amendatory documents in connection with the conversion of the interest rate on (i) \$56,200,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2008, (ii) \$100,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P Project) Series 2010, (iii) \$50,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010A, (iv) \$85,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P Project) Series 2010B and (v) \$75,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2011, approving the Remarketing Agents, authorizing the appropriate officers of the Parish to execute the aforementioned instruments and all other documents and certificates deemed necessary in connection therewith; and providing for other matters with respect to the foregoing.

XII. COUNCIL MEMBER’S REPORT

XIII. DIRECTOR’S REPORT

XIV. MOTION TO ADJOURN

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

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January 21, 2020

St. James Parish Council
5800 Hwy. 44
Convent, LA 70723

By email to: linda.hubbell@stjamesparishla.gov

Re: FG LA LLC (Formosa) Land Use Decision

To the St. James Parish Council:

RISE St. James and Louisiana Bucket Brigade submit this supplement to their December 23, 2019 letter asking that the St. James Parish Council seek a reopening of its decision (Resolution 19-07, Jan. 24, 2019) and rescind its approval of the construction of the chemical complex proposed by FG LA LLC (“FG” or “Formosa”). This supplement includes information not provided in FG’s land use application and highlights the impact of Formosa’s toxic emissions beyond the company’s proposed site.

The proposed facility would be one of the largest plastics plants in the world. Indeed, no other company has tried to obtain this many permits all at once to build a complex as large and polluting. Bloomberg News reported Formosa is building this facility in Louisiana rather than the company’s home in Taiwan because “Taiwan has tightened regulations, making major local expansion difficult for Formosa.”¹ The article quoted a Formosa executive as saying: “In Taiwan the government treats petrochemical investment as a polluting industry and stigmatizes us.”

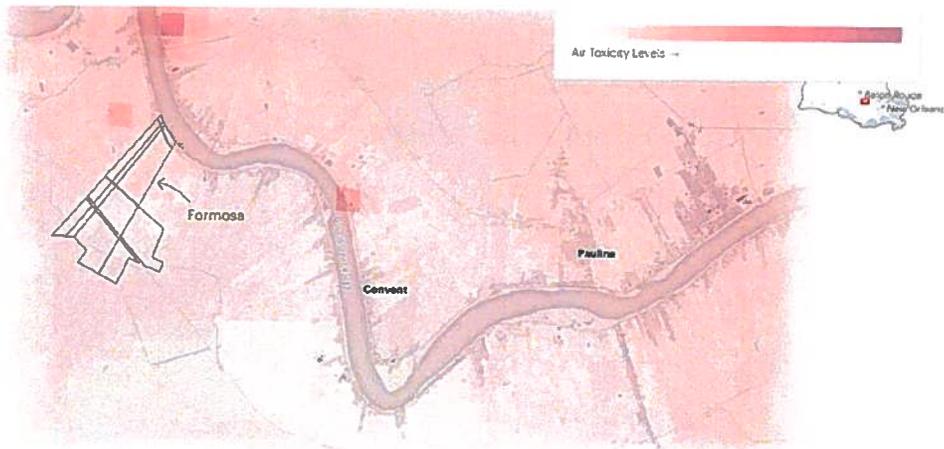
As RISE St. James and Louisiana Bucket Brigade detailed in their December 23, 2019 letter, Formosa’s operations are expected to nearly double the amount of toxic emissions parish-wide. And while the areas closest to Formosa’s proposed site in District 5 and District 4 would suffer the most severe impacts, Formosa’s toxic emissions would affect the entire parish. In their letter, RISE St. James and Louisiana Bucket Brigade discuss the study that ProPublica and The Advocate conducted, which shows how widespread the impacts would be if Formosa constructs and operates.²

¹ B. Einhorn, Bloomberg, “A Plastics Giant That Pollutes Too Much for Taiwan is Turning to America” (Dec. 13, 2019), <https://www.bloombergquint.com/businessweek/asian-company-that-pollutes-too-much-at-home-expands-in-america>.

² See L. Younes, ProPublica, “In a Notoriously Polluted Area of the Country, Massive New Chemical Plants Are Still Moving in” (Oct. 30, 2019), <https://projects.propublica.org/louisiana-toxic-air/>; L. Younes, ProPublica, “What Could Happen if a \$9.4 Billion Chemical Plant Comes to ‘Cancer Alley’”

Effects on 3rd District

Below are graphic images copied directly from the article detailing the results of the study and the impacts to areas throughout the parish. The first graphic shows the current level of cancer-causing chemicals parish-wide using the scale shown—i.e., the darker the shade, the higher the concentration of these chemical. The second graphic shows what the estimated air toxicity levels from cancer-causing chemicals would look like if Formosa constructs and operates. As shown by comparing these graphics, Formosa’s toxic emissions would increase the concentration of toxic chemicals throughout the parish.



Without Formosa’s emissions.



With Formosa’s emissions as allowed by the proposed air permits.

(Nov. 18, 2019), <https://www.propublica.org/article/what-could-happen-if-a-9.4-billion-chemical-plant-comes-to-cancer-alley>

Massive Increase in Ethylene Oxide

One of these cancer-causing chemicals is Ethylene Oxide, which is linked to breast cancer, non-Hodgkin lymphoma, and lymphocytic leukemia.³ Indeed, the U.S. Environmental Protection Agency recently proposed a rule aimed at reducing Ethylene Oxide emissions nationwide⁴ after the agency found that Ethylene Oxide is far more carcinogenic than previously understood.⁵

While there is a national effort to reduce Ethylene Oxide, the Louisiana Department of Environmental Quality (LDEQ)—which uses outdated air quality standards for the pollutant—is proposing to allow Formosa to emit enormous amounts of it. LDEQ is proposing to allow Formosa to emit 15,400 pounds per year (or 7.7 tons per year) of Ethylene Oxide into the air.

Cancer Risk

RISE St. James and Louisiana Bucket Brigade hired an air quality modeling expert to show the reach of the Ethylene Oxide emissions that LDEQ is proposing to allow Formosa to emit. The air modeler created two cancer risk plots using the Ethylene Oxide modeling analysis based on

³ Evaluation of the Inhalation Carcinogenicity of Ethylene Oxide, EPA 3-66 (Dec. 2016), https://cfpub.epa.gov/ncea/iris/iris_documents/documents/toxreviews/1025tr.pdf. In addition to significant cancer risks, the Agency for Toxic Substances and Disease Registry (“ATSDR”) warns that acute respiratory exposure to Ethylene Oxide may cause narrowing of the bronchi and partial lung collapse. Inhalation of Ethylene Oxide can also produce central nervous system depression, and in extreme cases, respiratory distress and coma. The ATSDR also notes that children may be more vulnerable to Ethylene Oxide exposure, especially chronic exposure. Ethylene Oxide ([CH₂]₂O), ASTDR, <https://www.atsdr.cdc.gov/MHMI/mmg137.pdf>. EPA and the ATSDR have also warned that inhalation exposure to Ethylene Oxide can lead to spontaneous abortions. Ethylene Oxide: Hazard Summary, <https://www.epa.gov/sites/production/files/2016-09/documents/ethylene-oxide.pdf>; Toxicological Profile for Ethylene Oxide, <https://www.atsdr.cdc.gov/toxprofiles/tp137.pdf>.

⁴ See EPA’s proposed NESHAP for the miscellaneous organic chemical manufacturing industry (“Proposed MON Rule”), 40 C.F.R. 63, subpart FFFF (Nov. 1, 2019), <https://www.epa.gov/stationary-sources-air-pollution/miscellaneous-organic-chemical-manufacturing-national-emission-0>.

⁵ *Ethylene Oxide: History*, EPA:IRIS (last updated July 28, 2018), https://cfpub.epa.gov/ncea/iris2/chemicalLanding.cfm?substance_nmbr=1025#tab-3 (describing IRIS’s work from 2006–16 on the 2016 IRIS value for inhalation carcinogenicity); see *Notice of a Public Comment Period on the Draft IRIS Carcinogenicity Assessment for Ethylene Oxide*, 78 Fed. Reg. 44,117 (July 23, 2013); see *Evaluation of the Carcinogenicity of Ethylene Oxide Docket*, REGULATIONS.GOV (last visited July 12, 2019) <https://www.regulations.gov/docket?D=EPA-HQ-ORD-2006-0756>; *Evaluation of the Inhalation Carcinogenicity of Ethylene Oxide, Executive Summary*, EPA (Dec. 2016), https://cfpub.epa.gov/ncea/iris/iris_documents/documents/subst/1025_summary.pdf; *Evaluation of the Inhalation Carcinogenicity of Ethylene Oxide*, EPA (Dec. 2016), https://cfpub.epa.gov/ncea/iris/iris_documents/documents/toxreviews/1025tr.pdf.

Formosa's own assumptions and emission controls.⁶ Below are copies of the two risk plots. The first cancer risk plot shows that Formosa's Ethylene Oxide concentrations exceed the 1-in 100,000 risk level at the Fifth Ward Elementary school, Welcome, and much of Convent.⁷ The second cancer risk plot shows that Formosa's Ethylene Oxide concentrations exceed the 1-in 1,000,000 risk level at least as far as Paulina in District 3.⁸

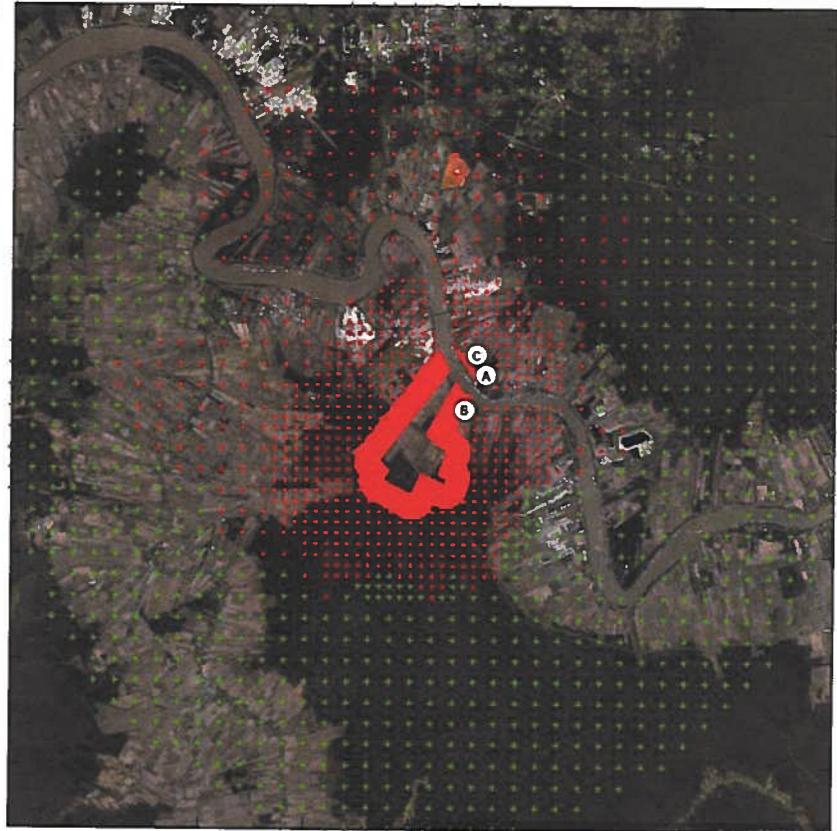
Map created by Todd Cloud, Chemical Engineer, using Updated TAP Modeling Analysis (December 11, 2018) submitted by Zephyr Environmental Corporation in support of the FG LA Chemical Complex PSD Application

AERMOD Output file
FGLA-MG-13_2017_EO.GRF

EtO Full lifetime IUR = 0.005 per EPA IRIS
1 in 100,000 cancer risk = 0.002 ug/m³

Total cancer risk based on human data.
Lymphoid cancer incidence and breast cancer incidence in females.

A = Sugar Hill RV Park
B = Fifth Ward Elementary School
C = Union (Residential Community)



⁶ See Todd Cloud Aff., ¶¶ 6-9 (attaching 1 in 100,000 risk plot and 1 in 1,000,000 risk plot), available on LDEQ's EDMS Doc. 11817927 at pdf pp. 109-128, <https://edms.deq.louisiana.gov/app/doc/view.aspx?doc=11817927&ob=yes&child=yes>.

⁷ *Id.* at pdf p. 127.

⁸ *Id.* at pdf p. 128.

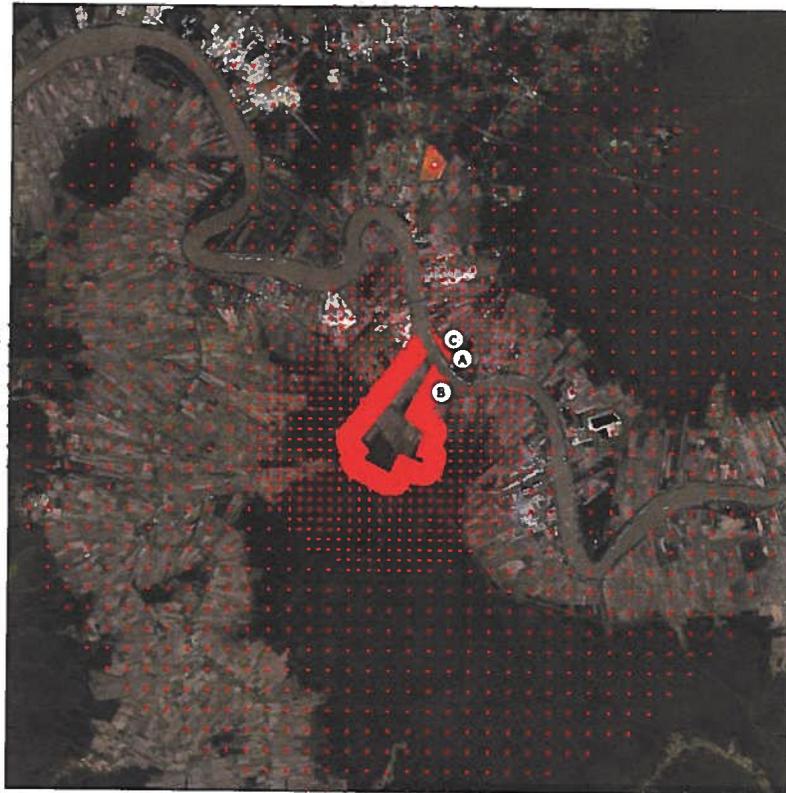
Map created by Todd Cloud, Chemical Engineer, using Updated TAP Modeling Analysis December 11, 2018 submitted by Zephyr Environmental Corporation in support of the FG LA Chemical Complex PSD Application

AERMOD Output file
FGLA-MG-13_2017_EO.GRF

EtO Full lifetime IUR = 0.005 per EPA IRIS
1 in 1,000,000 cancer risk = 0.0002 ug/m3

Total cancer risk based on human data.
Lymphoid cancer incidence and breast cancer incidence in females.

A = Sugar Hill RV Park
B = Fifth Ward Elementary School
C = Union (Residential Community)



As with the ProPublica study, RISE St. James and Louisiana Bucket Brigade's expert found that Formosa's cancer-risk impact is far-reaching.

For the foregoing reasons, and the reasons expressed in RISE St. James and Louisiana Bucket Brigade's December 23, 2019 letter, we ask that the Council reopen and rescind its approval of Formosa's Land Use Application. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Van Dalen'.

Corinne Van Dalen, Staff Attorney, La. Bar No. 21175
Earthjustice
900 Camp Street, Unit 303
New Orleans, LA 70130
cvandalen@earthjustice.org

On behalf of RISE St. James and Louisiana Bucket Brigade

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

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

**A RESOLUTION APPOINTING MEMBERS TO THE ST. JAMES PARISH
COASTAL ZONE ADVISORY BOARD**

BE IT RESOLVED, by the St. James Parish Council, that the appointments of the following named members of the St. James Parish Coastal Zone Advisory Board are affirmed:

District 1 – Craig Calcagno, Jr., 2434 North Nobile Lane, Paulina, Louisiana, 70763
District 4 – Ed Arceneaux, 9234 Lucien Street, Convent, Louisiana, 70723
District 5 - Yvette Melancon, P. O. Box 158, St. James, LA 70086

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

And, the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

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

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

- District 1 – Mary Walker, 277 N. Magnolia, Gramercy, LA 70052
- District 1 – Barbara Woods, P.O. Box 1163, Gramercy, LA 70052
- District 3 – Ken Guidry, 2430 Louisiana Ave., Lutcher, LA 70071
- District 3 – Christian Gary, 39388 A. Louque St., Paulina, LA, 70763
- District 4 – Mary Kliebert, 2468 Hwy 44, Paulina, Louisiana, 70763
- District 4 – Paul Beier, P.O. Box 396, Paulina, Louisiana 70763

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

And, the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION AFFIRMING APPOINTMENTS TO THE DISTRICT 5
RECREATION BOARD**

BE IT RESOLVED, by the St. James Parish Council, that the appointments of the following named members of the District 5 Recreation Board is hereby affirmed:

Albert Smith, P. O. Box 11, St. James, LA 70086
Nathaniel Braud, 8201 Wood Street, St. James, Louisiana, 70086
Clint Melancon, 5344 Barras Street, St. James, LA 70086
Wilbert Landry, Jr., 8251 Kingview Street, St. James, LA 7006
Clinton Williams, 3206 Leno Street, LA 70090

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

The resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

The following ordinance which was previously introduced at a regular meeting held on January 21, 2020, a summary thereof having been published in the official journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage on a motion offered by Councilman _____ and seconded by Councilman _____:

ORDINANCE 20-01
ST. JAMES PARISH COUNCIL

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, SECTION 2-36,
OF THE ST. JAMES PARISH CODE OF ORDINANCES REVISING THE
MEETING TIME OF THE ST. JAMES PARISH COUNCIL**

WHEREAS, Chapter 2, Article II, Section 2-36 sets forth the St. James Parish Council's annual meeting schedule and time. This ordinance is intended for the presentment and approval of the meeting time change of the St. James Parish Council; and,

NOW, THEREFORE BE IT ORDAINED, that the St. James Parish Council, shall hold twenty-six (26) regular annual meetings. Beginning January 21, 2020, the Council shall meet every second Wednesday thereafter. The Council meetings shall alternate between the Parish Administration Building in Convent, Louisiana and the Courthouse Annex in Vacherie, Louisiana, except those calendar months where three (3) council meetings are scheduled, the third meeting shall be in the Courthouse Annex in Vacherie, Louisiana and said meetings shall begin at 6:00 p.m., unless otherwise revised by the Council. In instance where public hearings on any matter is for the same date as a regularly scheduled Council meeting, said public hearing shall commence at 6:00 p.m. with the regularly scheduled Council meeting to immediately follow.

NOW, THEREFORE BE IT FURTHER ORDAINED, that any future revision hereinafter in the regular Council meeting schedule which is not meant to be permanent may be done by resolution duly adopted by a majority vote for the Council and that any permanent change in the regular Council meeting schedule be done by amendment to the ordinance duly adopted by a majority vote of the Council.

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 5th day of February 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the St. James Parish Council in regular meeting held on the 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION AFFIRMING APPOINTMENTS TO THE LUTCHER
RECREATION BOARD**

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

Clifton Williamson, P.O. Box 14, Lutcher, Louisiana, 70071
Michael Barker, P. O. Box 792, Lutcher, Louisiana, 70071
Lloyd Bartley, P.O. Box 435, Lutcher, Louisiana, 70071
Steven Riley P.O. Box 659, Lutcher, Louisiana, 70071
Dennis Roussel, P.O. Box 502, Gramercy, Louisiana, 70052

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

And, the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE
FEBRUARY 7, 2020 PAYROLL**

WHEREAS, the employee payroll is February 7, 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 February 7, 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 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION TO APPROVE DISBURSEMENT OF FUNDS TO PAY
PENDING CURRENT INVOICES AND PAYABLES**

WHEREAS, invoices payable to vendors, employees and other reimbursements due and all other current payables to be processed this week; and.

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

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, February 6, 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 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

A RESOLUTION APPOINTING A DEPUTY COUNCIL SECRETARY FOR THE ST. JAMES PARISH COUNCIL IN THE EVENT COUNCIL SECRETARY IS ABSENT AND UNAVAILABLE TO ACT IN THIS CAPACITY

WHEREAS, that Linda Hubbell has been appointed as the St. James Parish Council Secretary to serve on a full-term basis;

WHEREAS, as council secretary, she may be absent from the Parish on occasion and therefore unavailable to perform her official duties as council secretary from time to time thereby necessitating the appointment of a deputy council secretary to serve only on those occasions where she is absent and unavailable;

BE IT RESOLVED, by the St. James Parish Council, and the St. James Parish President, that Hollie Zeringue is hereby named deputy council secretary for the St. James Parish Council to serve and to act on behalf of the Council Secretary for St. James Parish in that official capacity only on those occasions where the Council Secretary is absent from the Parish and thereby unavailable.

And, the resolution was declared adopted on this, the 5th day February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 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 PROCLAIMING THE MONTH OF FEBRUARY 2020 AS
BLACK HISTORY MONTH IN ST. JAMES PARISH**

WHEREAS, for many years the month of February celebrates the contribution that Black Americans have made to American History in their struggles for freedom and equality, and deepens our understanding of our Nation's history; and,

WHEREAS, the purpose of February as Black History Month, is to make all Americans aware of the struggle for freedom and equal opportunity; and,

WHEREAS, Black Americans have contributed immeasurably to the success of our nation from the days of early colonization to the present, despite hardships, which included bigotry, disenfranchisement, laws which prevented them from owning land, and slavery itself; and,

WHEREAS, Black Americans has excelled in every facet of life, including education, science, medicine, the arts, politics, and every other profession.

NOW THEREFORE BE IT RESOLVED, Parish President Peter Dufresne and the St. James Parish Council do hereby proclaim February 2020 as Black History Month in St. James Parish.

And the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 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 AUTHORIZING THE PARISH PRESIDENT TO SIGN A COOPERATIVE ENDEAVOR AGREEMENT AND ANY OTHER DOCUMENTS WITH THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES FOR DIASTER FOOD STAMPS AND RELATED SERVICES

WHEREAS; St. James Parish wishes to enter to agreement for disaster food stamps office in St. James Parish; and

WHEREAS; State of Louisiana Department of Children and Family Service provides that service; and

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter Dufresne, is hereby authorized and empowered to sign a Contract and any other documents with the Department of Children and Family Service for disaster food stamps.

And the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

Linda Hubbell
Secretary

(S E A L)

**STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR (the "Agreement" or "Cooperative Endeavor" or "CEA") is made and entered into this ___ day of _____ by and between the AGENCY, (Department of Children and Family Services (DCFS), and **St James Reception Center** ("contractor") officially domiciled at **2455 Highway 18, Vacherie LA 70090**. Department and Contractor are referred to jointly as "Parties" and individually as "Party."

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Department, a state agency, desires to cooperate with Contractor in the implementation of the project hereinafter provided;

1.3 WHEREAS, the State of Louisiana provides several types of specialized emergency facilities for citizens moving out of harm's way prior to and during a disaster. These specialized facilities can be used for any of the following: Critical Transportation Needs Shelters (CTNS), Medical Special Needs Shelters (MSNS), Temporary Medical Operation and Staging Areas (TMOSA) and Federal Medical Stations (FMS), which are operated by the U.S. Department of Health and Human Services; and/or DSNAP site. This CEA is being used for ___ Disaster Supplemental Nutrition Assistance Program _.

1.4 WHEREAS, Title 34 of Government Contracts, Procurement, and Property Control authorizes the Executive Branch to procure and find cost effective solutions for each of the Departments of the Executive Branch and it is to this end that Contractor/University/Other intends to provide: **4600 square feet at the St James Reception Center** building (hereinafter referred to as "Facilities"), which will produce cost savings to the Department and the state as a whole;

1.5 WHEREAS, during a declared emergency, the Facilities shall be used for and meet the necessary standards of the following specific public purpose(s):
(Type in the purposes)

- DSNAP site to assist in the benefits issuance process

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE II - GUIDING PRINCIPLES

2.1 This Agreement is entered into by the Parties to provide a cooperative solution to the establishment of a State and/or Federally operated Facility during a State declared emergency.

- a. Points of Contact: In the event of a declared emergency, timely, clear, and efficient communication between the parties is imperative to ensuring the successful implementation of the Emergency Facility Service(s). Therefore, the Parties understand and agree that the Points of Contact (POC) must be up-to-date and readily available to discuss the emergency arrangements.
- b. The POCs for the respective parties shall be:

DEPARTMENT's POC:

A. Primary Contact: Dontrell Scoby, PMC / Lead Area Manager

Address: 1012 Tunnel Blvd
Houma, LA 70360

Telephone No. 985-228-6433

Cell No. 225-400-4423

Fax No. 985-857-3757

Email Dontrell.Scoby.DCFS@LA.GOV

B. Alternative Contact: Ira Donald, DSNAP Coordinator

Address: 1078 E Worthy Rd
Gonzales LA 70737

Telephone No. 225-644-0164 ext 229

Cell No. 225-892-5902

Fax No. 225-647-9013

Email Ira.Donald.DCFS@LA.GOV

Contractor's POC:

A. Primary Contact: Eric Deroche, Director of EP

Address: P O Box 106
Convent LA 70723

Telephone No.: 225-562-2310

Cell No.: 225-206-1556

Fax No: 225-562-2269

Email: Eric.Deroche@stjamesla.com

B. Alternative Contact: Ryan Donadieu, Asst. Director of EP

Address: P O Box 106
Convent LA 70723

Telephone No: 225-562-2310

Cell No.: 225-264-2961

Fax No.: 225-562-2269

Should either Party need to modify or replace their respective POC due to a vacancy, department reorganization, or any other reason, written notice of the replacement POC shall be sent to the other Party within fifteen (15) days of the vacancy event.

c. The Contractor will remain committed to assisting Department in the entire process of the use the Facilities during the State declared emergency and the Parties will cooperate with each other in determining the daily operations, points of contact and other necessary information to ensure the safe and efficient running of the Facilities.

ARTICLE III - SCOPE OF SERVICES

3.1 The Contractor shall provide the Facilities, **St James Reception Center**, located at **2455 Highway 18, Vacherie LA 70090** for the use by Department during a State declared Emergency.

3.2 The specifications and details of the Facilities and a detailed description of all other potential services performed as part of this Agreement by Contractor are found attached hereto as **Attachment A**.

3.3 All payment terms and/or cost of additional services within the scope of work as part of this Agreement are found attached hereto as **Attachment A**.

ARTICLE IV- FACILITY AND EQUIPMENT

4.1 The Parties shall:

A. The Contractor hereby agrees to the following:

1. The Contractor's POC shall coordinate all of the Contractor's activities under this Agreement.
2. The Contractor shall permit Department to use the Contractor's facility for the purpose of implementation of the facility during periods of a federal or state declared emergency or disaster.
3. The Contractor and Department shall establish the specific use by Department and the procedures associated therewith of the Facilities and all other necessary services for the operation of the facility including, but not limited to housing, feeding, maintenance, custodial and such other services and materials as may be mutually agreed upon. Services and materials shall be provided at the times requested. All identified costs and methods of repayment associated with the use of the Facilities or services shall be set forth in Attachment A.
4. The Contractor shall immediately notify the Department's POC for of any damages, modification, construction, or other matter that would prevent the Facilities from being used in the intended manner during a declared emergency.
5. The Contractor shall allow Department to bring all necessary equipment onto the premises to operate a State and/or federal ran facility.
6. The Contractor shall provide invoices and billing statements in the manner and method contemplated in accordance with Attachment A. All invoices and billing should contain necessary documentation pertaining to the particular usage and fee schedule. The Contractor must present all invoices/billing to Department no later than forty-five (45) days after closure of said facility.
7. Department is responsible for contacting the State Fire Marshal to seek approval for operation of a facility at the leased location. Contractor agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.
8. Contractor must provide documentation of compliance with the Department of Environmental Quality requirements for asbestos as provided in with LAC 33:III.2707 which can be either written confirmation that that construction occurred after 1978 or compliance documents from DEQ for construction before 1978. All documentation required under this section should be forwarded to the Division of Administration as an attachment to this CEA.

B. Department hereby agrees to the following:

The Department's POC shall coordinate the Department's activities as outlined in the scope of work.

1. Department shall contact the Contractor's POC within a minimum of six (6) and a maximum of twenty-four (24) hours of activating Facility to start operations at Facility.
2. Department shall review the submitted billing, if any, of the Contractor for any and all damage (normal wear and tear excluded) to the Facilities and premises caused or contributed to by Department. The Department will be authorized to take photographs of the Facility prior to activation of the Facility. If Department determines that sufficient documentation is provided to support the claim, Department will approve for submission to for payment.

ARTICLE V INSURANCE

5.1 If both Parties are participants of Louisiana's self-insurance program, the Parties shall defer to the Office of Risk Management's (ORM) guidelines, requirements, and obligations to ensure proper insurance coverage and, in cases of dispute of insured liability, ORM will investigate and determine the liability of the Parties.

5.2 If Section 5.1 is not applicable to this Agreement, the Facility shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property:

a. **Workers Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Facility's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's Insurance Company rating requirement may be waived for worker's compensation coverage only.

b. **Commercial General Liability:** Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Insurance Services Office Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana) is to be used in the policy. Claims-made form is unacceptable.

c. **Professional Liability (Errors and Omissions) coverage:** Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.

5.3 **Subcontractors:** Facility shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining all certificates provided for each subcontractor.

5.4 For Nonstate DSNAP, and Private Facilities, Section 5.2 & Section 5.3 can be discussed in Attachment A.

ARTICLE VI - NON-DISCRIMINATION

6.1 The Parties agrees to abide by all requirements of all federal and state law and, specifically, the following, as applicable: 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 Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Parties agree to abide by the requirements of the Americans with Disabilities Act of 1990.

6.2 The Parties agrees not to discriminate in their employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

6.3 In accordance with Executive Order Number JBE 18-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, the Parties hereby certify that they are not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel.

6.4 Department reserves the right to terminate this Agreement if Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Agreement.

ARTICLE VII - MONITORING

7.1 The Department's Contract Monitor for this agreement shall be the Department's POC as listed Section 2.1(b).

7.2 Monitoring Plan: During the term of this Agreement, the Department's POC shall ensure the Contractor's facilities are capable of meeting the desired Facility purpose. Should the need arise, the Department's POC shall meet with the Contractor's POC to discuss modifications, remedies, or other alternatives to ensure the State's emergency services are met and to ensure the Parties are in full compliance with requirements of this Agreement.

ARTICLE VIII- PAYMENT TERMS

8.1 This is an emergency contingency agreement. Therefore, unless the Facility(s) are activated during a declared emergency, there are no payments, exchange of funds, or reimbursement for travel expenses between the Department and the Contractor as part of the Cooperative Endeavor Agreement.

8.2 In the event the Facility Service(s) are activated during a declared emergency, reimbursements for expenditures occurring between the Department and the Contractor as part of the Cooperative Endeavor Agreement shall be constrained to those services contemplated in Attachment A.

ARTICLE IX - TERMINATION FOR CAUSE

9.1 Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement; provided that the terminating party shall give the other party written notice specifying its failure. If within thirty (30) days after receipt of such notice to the POC, the notified party shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the terminating party may, at its option, place the notified party in default and the Agreement shall terminate on the date specified in such notice. Notwithstanding any of the foregoing, both parties may exercise any additional rights available to them under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Agreement.

ARTICLE X - TERMINATION FOR CONVENIENCE

10.1 Either party may terminate the Agreement at any time by giving sixty (60) days written notice to the Contractor. Upon receipt of notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work contemplated under this Agreement, including the use of any software and/or proof of concept procedures in connection with the performance of this Agreement.

ARTICLE XI - OWNERSHIP

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

ARTICLE XII - ASSIGNMENT

12.1 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State.

ARTICLE XIII - AUDITOR'S CLAUSE

13.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contractor which relate to this Agreement.

13.2 Contractor and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five years after the date of termination of the Agreement and any subcontract entered into under this Agreement.

ARTICLE XIV - ATTACHMENTS

14.1 Attachment A to this CEA contains all necessary additional terms for this Contractor. Attachment A is attached and made a part of this Agreement by reference. Examples of items included in Attachment A are overall Scope of Work, Fee Schedule, Emergency Lease Documents, etc.

ARTICLE XV - COUNTERSIGNATURE

15.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

ARTICLE XVI - AMENDMENTS IN WRITING

16.1 Any alteration, variation, modification, or waiver of provisions of this Agreement, other than written modification of a Party's POC, shall be valid only when it has been reduced to writing, executed by all Parties and approved by the Director of the Office of Contractual Review, Division of Administration.

ARTICLE XVIII - TERM OF AGREEMENT

17.1 This Agreement shall begin on 03/31/20 and shall terminate on 03/31/25.

THUS DONE AND SIGNED AT _____, Louisiana on the ____ (day), of ____ (Month),
____ (Year)

[Signature Page to Follow]

SIGNATURES:

WITNESSES SIGNATURES: Contractor St James Parish Government

Print Name _____

By: _____

Title: _____

Date: _____

Print Name _____

WITNESSES SIGNATURES: DEPARTMENT OF _____

Print Name _____

By: _____

Title: _____

Date: _____

Print Name _____

APPROVED:

This _____ day of _____, 2019.

**Office of the Governor
Division of Administration**

BY: _____

**Mark A. Moses, Director
Facility Planning and Control**

ATTACHMENT A

(Documentation provided as part of CEA)

1. Emergency Lease Agreement
2. Any Other Documentation

BUILDING LEASE/NONSTATE

The following contract of lease is made and entered into this _____ Day of _____ Month, Year, by and between Contractor, referred to as "Lessor", herein represented by **St James Parish Government** and the State of Louisiana, Department of Children and Family Services, through the **Economic Stability**, herein represented by the undersigned hereinafter referred to as "Lessee".

1.

For the consideration and upon the term and conditions hereinafter expressed, the Lessor has this day rented, let and leased unto Lessee, for a period of written amt____ (#) days, commencing _____ month, _____ day, _____ year and ending _____ month, _____ day, _____ year. If the space is required after the ending date, Lessor agrees to extend the lease on a daily basis, until written notice by Lessee to Lessor that the leased premises is no longer required.

"4600 square feet of usable space located at 2455 Highway 18, Vacherie LA 70090, to be used by the Department of Children and Family Services, as an DSNAP site, at the daily rate of \$0.00 with parking spaces provided."

2.

Lessor and Lessee agree to comply with the attached Cooperative Endeavor Agreement entered into on the _____ of _____, as well as all attachments.

This lease has been procured in accordance with Executive Order Number #

IN WITNESS WHEREOF, the parties hereto have signed their names on the dates listed below, in the presence of the undersigned competent witnesses:

WITNESS:

LESSOR: St James Parish Government

Printed Name: _____

BY: _____
Name, Title

Date: _____

Printed Name: _____

LESSEE: Department of Children and Family Services

Printed Name: _____

BY: _____
Name, Title

Date: _____

Printed Name: _____

APPROVED:

This _____ day of _____, 20____.

**Office of the Governor
Division of Administration**

BY: _____
**Mark A. Moses, Director
Facility Planning and Control**

ATTACHMENT A

Mutually agreed upon material and services are herewith submitted:

1. Contractor agrees to provide custodial services to include all required materials and supplies in the execution of custodial services for the interior of the building for the duration of the DSNAP operations by DCFS.
2. Contractor agrees to provide maintenance services to include all required materials and supplies in the execution of maintenance services for the duration of the DSNAP operations by DCFS.
3. Contractor agrees to issue invoices in accordance with Article IV (section 7) of this CEA for the use of the facility, services provided, or damages agreed upon as being caused by DCFS within (45) days after closure of the facility. Contractor also agrees to provide any additional documentation related to this section that may be necessary for processing invoices.
4. Contractor agrees to provide a fee schedule rate addressing the below items for review and subsequent approval which were used during shelter operations.
 - a. Daily rental Rate - \$0.00 per day
 - b. Personnel Cost: if used by DCFS
 - i. Maintenance Staff - \$_____ per hour/employee
 - ii. Custodial Staff - \$_____per hour/employee

Note – any other charges that the Contractor may anticipate that are deemed to be in accordance with Article IV(section 7) may be added to the Addendum for review. *

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

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

A RESOLUTION OF THE ST. JAMES PARISH COUNCIL DENYING INDUSTRIAL TAX EXEMPTION APPLICATION #20190076-ITE (PRAXAIR, INC.'S STEAM METHANE REFORMER PROJECT) AS PRESENTED BY THE LOUISIANA BOARD OF ECONOMIC DEVELOPMENT AND APPROVING APPLICATION #20190076-ITE WITH ALTERNATIVE EXEMPTIONS

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry ("BCI"), with the approval of the Governor, to approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state; and

WHEREAS, the Steam Methane Reformer project planned by Praxair, Inc. for new construction in Convent, Louisiana is estimated to require a total capital investment of nearly \$228,000,000, and to result in at least 15 new direct jobs and over 150 construction jobs; and

WHEREAS, Praxair, Inc. has applied for an Industrial Tax Exemption ("ITE") for their "Steam Methane Reformer" Project, Project ID 20190076-ITE, which has been approved by the BCI for a contract granting that exemption, which consists of an exemption by the BCI of 80% of the ad valorem taxes applicable for the total capital investment, for an initial term of 5 years and renewable for an additional term of 5 years; and

WHEREAS, Governor Edwards, through Executive Order JBE 16-73 and other like documents, has set forth the conditions for his approval of ITE contracts, and affirmed that those conditions are in the best interest of the state of Louisiana; and

WHEREAS, Executive Order JBE 16-73 provides that ITE contracts should be premised upon job and payroll creation at new or expanded manufacturing plants or establishments, or the retention of jobs to result from the capital investment and that the percentage of exemption from ad valorem taxes, and length of the contract for such exemption, may vary depending upon the nature of the project and its economic development benefit in accordance with guidance received from the Secretary of Economic Development and concurred with by the appropriate parish and/or municipal council, school board, and sheriff; and

WHEREAS, Title 13 of the Louisiana Administrative Code, §503(H)(1), requires that this Parish Council together with the other required local governmental entities take action to approve or reject support for the requested exemption; and

WHEREAS, in accordance with Executive Order JBE 16-73, Section 6, "[a]ll Contracts providing for the Industrial Tax Exemption shall also include Exhibit "B" consisting of approvals of the relevant governing Parish Council or Policy Jury by resolution, Municipal Council by resolution, School Board by resolution and Sheriff by resolution signifying whether each of those authorities is in favor of the project. The Secretary of Economic Development will provide guidance to the local parties to Exhibit "B" as to the suggested alternatives for their considerations including parameters for job creation, payroll, percentages of exemption, and length of the contract."; and

WHEREAS, representatives from each taxing authority in St. James Parish have met to discuss this particular proposed project and the considerations set forth within Executive Order JBE 16-73; and

THEREFORE, BE IT RESOLVED, upon consideration of the foregoing, that the St. James Parish Council denies the Application for the Industrial Tax Exemption contract for Praxair, Inc., Project ID 20190076-ITE as presented by the Louisiana Department of Economic Development, with respect to its Steam Methane Reformer manufacturing plant to be located at Convent, Louisiana, and hereby approves the following alternative with the following terms and added conditions:

- St. James Parish Council hereby approves the Contract for Exemption of Ad Valorem Taxes among Louisiana Department of Economic Development and Praxair, Inc. if the agreement is revised to reflect the yearly exemption of ad valorem taxes applicable for the total capital investment eligible under the project as follows:

- Year 1- 75% exemption for ad valorem taxes
- Year 2- 74% exemption for ad valorem taxes
- Year 3- 73% exemption for ad valorem taxes
- Year 4- 71% exemption for ad valorem taxes
- Year 5- 69% exemption for ad valorem taxes
- Year 6- 67% exemption for ad valorem taxes
- Year 7- 64% exemption for ad valorem taxes

Year 8- 61% exemption for ad valorem taxes
Year 9- 57% exemption for ad valorem taxes
Year 10- 51% exemption for ad valorem taxes

For purposes of clarification and explanation, the above yearly exemptions were calculated by taking and accepting in concept BCI's suggested exemption of 80% for the first five year period, and taking and rejecting BCI's suggested exemption of 80% for the renewal five year period and alternatively accepting an exemption of 50% for said renewal five year period; and then averaging the percentage of the exemption over a ten year period (taking into account expected depreciation of assets) so that the ad valorem taxes paid to St. James Parish would be relatively consistent through the ten year period. The St. James Parish Council believes this suggested alternative is the most beneficial to the residents of St. James Parish when analyzing the nature of the project and its economic benefit to the Parish.

BE IT FURTHER RESOLVED, the St. James Parish Council hereby authorizes and directs the St. James Parish President to provide Notice of Action to the Louisiana Department of Economic Development indicating the denial of Application #20190076-ITE as presented by the Louisiana Board of Economical Development and to deliver Notice of St. James Parish Council's acceptance of Application #20190076-ITE provided the above alternatives exemptions are included into the contract.

THE FORGOING RESOLUTION WAS READ, AND, AFTER PUBLIC DISCUSSION, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20190076)

RECEIVED

DEC 11 2019

EXHIBIT "A"

BUSINESS INCENTIVES

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

PRAXAIR, INC.

RECEIVED

DEC 11 2019

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made among:

BUSINESS INCENTIVES

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

PRAXAIR, INC. ("Company"), a Delaware corporation in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company intends to construct a hydrogen plant in St. James Parish (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in St. James Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with jobs supporting the Project.; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and

its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

"Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

"Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.

"Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or assignment is made in accordance with this Agreement.

"Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

"Board" means the Louisiana Board of Commerce and Industry.

"Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

"Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

"Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

"Company" means Praxair, Inc., a Delaware corporation duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.

"Company Default" is defined in Section 6.01(B).

"Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01(A).

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

"Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

"Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"Exemption Period" means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

"Governor" means the Governor of the State of Louisiana.

"ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

"Jobs" means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the

- Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
 - (3) jobs performing contract services for the State of Louisiana or any of its agencies.

"LED" means Louisiana Department of Economic Development.

"Legislature" means the Legislature of the State of Louisiana.

"Local Governmental Entities" with regard to St. James Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

"Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

"Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

"Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

"Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31 of each year identified in Section 4.02(B).

"Qualified Contractor" means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

"Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

"Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.

"Required Annual Payroll" is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

“Rule(s)” mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

“Secretary” means the Secretary of the Louisiana Department of Economic Development.

“State” means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

ARTICLE IV

OBLIGATIONS

Section 4.01 LED Obligations

- (A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.
- (B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.
- (C) LED will make the following recommendation to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

- (A) Commencement of Operation. The Company has proceeded with commercially reasonable due diligence to construct the Manufacturing Establishment and commence Operation by April 30, 2021, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it will expend approximately \$227,718,297.00 in Capital Expenditures and that the Project will provide approximately 150 full time equivalent construction jobs as well as the creation of Jobs, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).
- (B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2022	15	\$1,200,000.00
2023	15	\$1,200,000.00
2024	15	\$1,200,000.00
2025	15	\$1,200,000.00
2026	15	\$1,200,000.00
2027	15	\$1,200,000.00
2028	15	\$1,200,000.00
2029	15	\$1,200,000.00

2030	15	\$1,200,000.00
2031	15	\$1,200,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

**ARTICLE V
ASSIGNMENT AND TRANSFER**

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

**ARTICLE VI
DEFAULT AND RENEWAL CONSIDERATION**

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

- (1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules.
- (2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this

Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages.

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

**ARTICLE VII
REPORTS; AUDIT**

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

**ARTICLE VIII
TERM**

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:

Property Tax Department
Praxair, Inc.
10 Riverview Drive
Danbury, CT 06810
203-837-2176
Tamara_Volmer@praxair.com

Section 9.08 Amendment

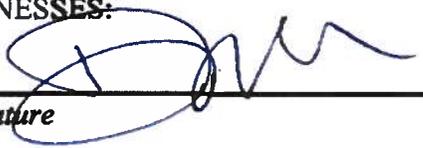
This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

(1) 
Signature

David Malson
Printed Name

(2) 
Signature

Kaitlyn Robinson
Printed Name

Praxair, Inc.

By: 
Signature

Tamara Volmer
Printed Name

Title: Tax Director

Date: 12/6/2019

WITNESSES:

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

(1) Frank Favalro
Signature

Frank Favalro
Printed Name

By: Don Pierson
Don Pierson, Secretary or Anne Villa,
Undersecretary

Date: 12/12/2019

(2) Had Usic
Signature

Had Usic
Printed Name

LED CONTRACT MONITOR

Kristin Chang
Signature

Kristin Chang
Printed Name

EXHIBIT 1

**PRAXAIR, INC.
ASSISTANT SECRETARY'S CERTIFICATE**

I, Anthony M. Pepper, Assistant Secretary of PRAXAIR, INC., a corporation organized and existing under the laws of the State of Delaware, DO HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of said Corporation in a Unanimous Consent of Directors dated June 24, 1992, and that said resolutions are still in full force and effect:

"RESOLVED, that the Chairman, the Chief Executive Officer, the President, any Vice-President, the Chief Financial Officer, the Treasurer, the Secretary, any Assistant Treasurer or any Assistant Secretary of the Corporation is authorized, in the name and on behalf of the Corporation, to execute and deliver any contract, agreement or document, to enter into any commitment or obligation, or to take or do or cause to be taken or done any action or thing, for the conduct of the business of the Corporation in the ordinary course thereof; and be it further

RESOLVED, that the Chief Executive Officer or the President of the Corporation is authorized to appoint executives of a business, division or department of the Corporation, to designate their titles, to fix their compensation, and to prescribe their duties; and be it further

RESOLVED, that the President, or any Vice-President of the Corporation responsible for a business, division or department of the Corporation is authorized to appoint other agents and employees for such component, to designate their titles, if any, to fix their compensation, and to prescribe their duties; and be it further

RESOLVED, that any officer or manager referred to above is authorized to designate in writing one or more employees or representative to do any act or thing which said officer or manager is authorized to do pursuant to the foregoing resolutions; and be it further

RESOLVED, that any person dealing with the Corporation may conclusively rely on a certificate from the Secretary or an Assistant Secretary of the Corporation or on an opinion from an attorney employed by or otherwise representing the Corporation that an officer, manager or other person is authorized to act for the Corporation in a particular matter."

I DO HEREBY FURTHER CERTIFY that Tamara Volmer, Director of Sales and Use Tax is fully authorized to complete, execute and deliver on behalf of Praxair, Inc., any and all lease schedules, exhibits, addenda, certificates, riders, and other documents and instruments necessary to execute the incentive agreement between the State of Louisiana, the Louisiana Department of Economic Development and Praxair, Inc.

AND I DO HEREBY FURTHER CERTIFY, pursuant to the foregoing and solely for the purposes indicated therein, that the signature set forth below opposite her name is Tamara Volmer's true and correct signature:

Tamara Volmer



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said PRAXAIR, INC. this 9th day of December 2019.



Assistant Secretary



EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Contract Number for the Project: _____ **Reporting Period:** _____

Company Name: Praxair, Inc.

Project Physical Address: _____

1. Operation of the assets related to this project/phase:
 Commenced, as of date _____ and continues to date.
 Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

2. Capital Expenditures made as of _____ (Date): Amount _____.

3. Required Annual Jobs: _____

4. Required Annual Payroll: _____

5. Has the Company offered a Basic Health Benefits Plan for this Project Year for new Jobs?
Yes No

6. Are any Jobs at the Manufacturing Establishment attributable to:

- a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes No
- b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes No
- c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes No

If the answer to 6.c. is "No", please explain: _____

7. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
 - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
 - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

CONTACT TYPE (circle one): Business Consultant Other

Contact Person:

Name: **Tamara Volmer**

Title: **Tax Director**

Mailing Address: **Property Tax Department**

Mailing Address 2: **10 Riverview Dr., Danbury, CT 06810**

Phone Number (Include extension): **203.837.2176**

Email Address: **tamara_volmer@praxair.com**

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that the Industrial Tax Exemption project identified in this document with the above referenced number and additional materials meet all of the requirements and applicable regulations. I hereby certify that the information provided in this document and additional materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

Original Signature

Printed Name & Title

Date

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

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

**A RESOLUTION AUTHORIZING THE OFFICE OF THE PARISH
PRESIDENT TO ADVERTISE AND TAKE BIDS FOR MULTIPLE MODEL
PICKUP TRUCKS FOR ST. JAMES PARISH GOVERNMENT**

WHEREAS, the St. James Parish Government is in need of multiple models of new pickup trucks (i.e. F-150, F-250 and F-350) to undertake regular maintenance and upkeep throughout the parish: and,

WHEREAS, the Office of the Parish President will advertise each model as a separate bid: 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 bids for St. James Parish Government.

And the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 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 AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO ENTER INTO A CONTRACT WITH ATTORNEY MARTIN K. MALEY, SR. AND THE LAW FIRM OF MARTIN K. MALEY, APLC TO PROVIDE LEGAL SERVICES TO THE PARISH PRESIDENT AND ADMINISTRATION WITH REGARD TO ANY AND ALL MATTERS IN WHICH THE DISTRICT ATTORNEY'S OFFICE IS CONFLICTED

WHEREAS, in accordance with the St. James Parish Home Rule Charter, Article III, Section C(3)(a), in special matters, the Council may retain special attorneys to represent the Parish or perform certain duties subject to the restrictions imposed by the statutes of this State.

WHEREAS, recently, the 23rd Judicial District Attorney's Office, which serves as legal advisor to St. James Parish Government, has been unable to provide an opinion on a limited number of certain matters based on political conflicts of interests.

WHEREAS, in order to obtain advice and opinions on these specific legal issues in which the 23rd Judicial District Attorney's Office is conflicted, the St. James Parish President and Administration desire to retain the services of Martin K. Maley, Sr. and the Law Firm of Martin K. Maley, APLC to provide legal services to the St. James Parish President and Administration when assistance is needed on matters in conflict with the District Attorney's office;

WHEREAS, the St. James Parish President and Administration will be billed for services provided on an hourly bases, at 1/10th hour increments, at a rate of \$225.00 per hour;

WHEREAS, the fees and expenses to be paid to Martin K. Maley, Sr. and the Law Firm of Martin K. Maley, APLC shall not exceed those hourly rates as set forth in the fee schedule provided by the Louisiana Attorney General's Office; and,

WHEREAS, the contract with Martin K. Maley, Sr. and the Law Firm of Martin K. Maley, APLC will be for the term of four (4) years beginning with the adoption of this resolution.

BE IT RESOLVED, by the St. James Parish Council that Parish President Peter A. Dufresne is hereby duly authorized and empowered on behalf of the St. James Parish Council to execute a contract between St. James Parish President and Administration and Martin K. Maley, Sr. and the Law Firm of Martin K. Maley, APLC to provide legal services to Parish President, Peter A. Dufresne and his administration as needed on any and all matters in which the District Attorney's office is conflicted.

And the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 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 MOUGEOT ARCHITECTURE, LLC TO PROVIDE ENGINEERING SERVICES TO DEVELOP PLANS AND BID DOCUMENTS FOR RENOVATIONS OF FIRE STATIONS, FOR NEW FIRE STATIONS AND FIRE DEPARTMENT WAREHOUSE BUILDINGS PARISHWIDE

WHEREAS, the project involves the developing plans and bid documents for the renovations of fire stations, new fire stations and fire department warehouse buildings parishwide; and,

WHEREAS, Mougeot Architecture, LLC is qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract; and,

WHEREAS, the work under this contract shall be done through individual task-orders and the total compensation to the Provider for these services shall not exceed \$150,000.00; and,

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to sign and execute the agreement with Mougeot Architecture, LLC to provide engineering services for renovations to and for new fire stations/warehouse buildings parishwide.

And, the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

(S E A L)

Linda Hubbell
Secretary



10343 Siegen Lane, Building 7, Suite A
Baton Rouge, Louisiana 70810-4981

MOUGEOT ARCHITECTURE, LLC
HOURLY RATE SHEET
as of January 1, 2019

<u>Staff Designation</u>	<u>Hourly Rate</u>
Senior Licensed Architect / Principal	\$175.00
Licensed Architect	\$110.00
Construction/Project Manager	\$95.00
Senior Intern Architect	\$85.00
Intern Level 2	\$75.00
Intern Level 1	\$70.00
Clerical/Administrative	\$65.00

Reimbursable Expense Rates:*

- I. Travel Expenses \$0.575 per mile
 - o Out of Town Travel Only, as authorized by Client
 - o Airfare and Lodging to be reimbursed at actual expense
- II. Printing/Reprographics Actual Expense**
 - o Inclusive of, but not limited to Plans and Specifications, Presentation Boards, Brochures, etc..
- III. Agency Review Fees Actual Expense**
 - o Inclusive of, but not limited to Fire Marshall, City and Parish Municipalities, Department of Health and Hospitals, etc...
- IV. Consultants Actual Expense**
 - o Inclusive of, but not limited to Electrical Engineering, Mechanical Engineering, Structural Engineering, Civil Engineering, Interior Design, Landscape Architecture, etc...

*Detailed Backup will be provided for all reimbursable expenses

**If Architectural Fee basis is hourly, no additional cost will be associated with reimbursable expense. Should Architectural fee basis be percentage based or fixed lump sum, a 10% coordination charge will be incorporated.

**EXHIBIT "B"
2019**

COMPUTATION OF FEE

PROJECT No.: PART:

PROJECT NAME:

FUNDS AVAILABLE FOR CONSTRUCTION (AFC) =

FEE COMPUTATION:

FEE % for calculation = $\frac{46.10}{\text{Log}(\text{AFC}(1975 \text{ BCI}/\text{Current BCI}))}$ = #NUM!

BASE FEE = FEE % (AFC(1975 BCI/Current BCI)(Current CPI/1975 CPI) = #NUM!

BASE FEE as a percentage of AFC = #NUM!

RENOVATION FACTOR (RF) =

MODIFICATION FACTOR (MF) =

FEE: #NUM!

<u>INDICES:</u>		BCI	CPI
1975		1306	53.8
Current	2018	6019	251.1

Professional Liability Insurance Coverage shall be in the amount required by the following schedule unless otherwise indicated. No deductible shall be in excess of 5% of the amount of the policy. The prime Designer shall be fully responsible to the Owner for his associates and his professional consultant's work. Professional liability coverage for the total project design (including all professional consultants) rests solely with the prime Designer.

**SCHEDULE
LIMITS OF PROFESSIONAL LIABILITY**

<u>Construction Cost</u>	<u>Limit of Liability</u>
0 to \$1,000,000	\$500,000
\$1,000,000 to \$10,000,000	\$1,000,000
\$10,000,000 to 20,000,000	\$1,500,000
\$20,000,000 to \$50,000,000	\$3,000,000
Over \$50,000,000	To be determined by Owner

**MASTER CONTRACT
for
PROFESSIONAL SERVICES**

BE IT KNOWN that on this 5th day of February, 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

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

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

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

1. SCOPE OF SERVICES

- A. The Scope of services to be provided by the Provider may be entered as a scope document, Task Order, or written proposal signed by both parties to this contract. The Scope of work under this contract shall be to develop plans and bid documents for renovations of fire stations and to develop plans and bid documents for new fire stations and fire department warehouse buildings. All work shall be under the direction of Eric Deroche, St. James Parish Director of Emergency Preparedness; hereinafter called the **PROJECT MANAGER**, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.
- B. The compensation to the Provider for these services shall not exceed **\$150,000.00**

2. TERM OF CONTRACT

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

another specified date.

B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) year, beginning on February 5, 2020.

C. This Professional Services Contract shall terminate as follows:

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

3. DOCUMENTS

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

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

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

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

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

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

connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract.

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

provided in formats applicable to the profession. GIS data shall be provided in Shapefiles. Engineering and Architecture plans shall be provided in AutoCAD. Collected data shall be in excel. The Parish reserves the right to request the data in a separate format upon the need arise due to software compatibilities. Final payment of the contract will be withheld until the electronic files are provided.

4. PAYMENT OF ALL FEES AND ALL EXPENSES

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

A. IF ON AN HOURLY BASIS:

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

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

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

B. IF ON A LUMP SUM BASIS

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

5. NON-ASSIGNABILITY

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

6. BUDGET LIMITATION

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

7. INSURANCE

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

insurance the following:

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

responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

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

8. OTHER TERMS AND CONDITIONS

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

- C. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm, for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the negligent conduct of the Provider.
- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and Provider.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of St. James, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.
- G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.
- H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.

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

forms the basis of this agreement.

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

9. TERMINATION AND SUSPENSION

A. Termination for Cause

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

quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. Provider agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

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

C. Right to Cancel

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

D. Additional Causes for Termination or suspension:

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

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

percentage of work actually completed.

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

10. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in

the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

11. DISCRIMINATION CLAUSE

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

12. INDEPENDENT CONTRACTOR

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

Parish.

- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.
- C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.
- E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.
- F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

13. NOTICES

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

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

Provider: Mougeot Architecture, LLC
10343 Siegen Lane, Building 7, Suite A
Baton Rouge, LA 70810-4981

14. AUTHORITY TO ENTER CONTRACT

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

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

WITNESSES

Title: Parish President
Name: Peter A. Dufresne
St. James Parish Government
Date: _____

WITNESSES

Title: _____
Name: _____
Mougeot Architecture, LLC
Date: _____

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

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

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT AND TO DESIGNATE PARISH PRESIDENT PETER A. DUFRESNE TO ACT ON BEHALF OF ST. JAMES PARISH IN THE SIGNING OF ALL DOCUMENTS FOR THE STATE CAPITAL OUTLAY FUNDING PROJECT NO. 50-J47-19-01

WHEREAS, the Parish of St. James has received State Capital Outlay funding for a roundabout at the intersection of LA 3125 and LA 3274; and,

WHEREAS, a resolution designating an individual to act on behalf of St. James Parish is required as a prerequisite for the disbursement of State funds; and,

WHEREAS, St. James Parish President Peter A. Dufresne will be that individual; and,

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to sign and execute the cooperative endeavor agreement between The State of Louisiana and St. James Parish for a Roundabout at Intersection of LA 3125 and LA 3274, FP&C Project No. 50-J47-19-01.

And, the resolution was declared adopted on this, the 5th day of February 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 5th day of February 2020.

Signed at Vacherie, Louisiana, this 6th day of February 2020.

Linda Hubbell
Secretary

(S E A L)

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

January 17, 2020

Mr. Peter A. Dufresne
Parish President
St. James Parish
P.O. Box 106
Convent, LA 70723



Re: Roundabout at Intersection of LA 3125 and LA 3274
LA 22 Geometric Improvements Near I-10
Planning and Construction
(St. James)
FP&C Project No. 50-J47-19-01

Dear Mr. Dufresne:

I am pleased to advise you that the referenced project has received State Capital Outlay funding. The Capital Outlay Act requires that appropriations for Non-State Entities be administered by the Office of Facility Planning and Control (FPC) under Cooperative Endeavor Agreements (CEA).

Enclosed please find two (2) duplicate original copies of the above referenced CEA. Please execute same on behalf of St. James Parish, being careful to sign, witness (2), and date each agreement. Also enclosed for your records is a State Funding Summary.

Please note the following:

- Please verify that the name of the signatory on behalf of St. James Parish is spelled correctly.
- FPC requires your Federal Tax Identification Number before it will process invoices for payment. Please verify that this number as shown on the State Funding Summary of Project Funding is correct.

After all the original documents are signed please forward a signed W-9 form and the two (2) duplicate original copies of the CEA to:

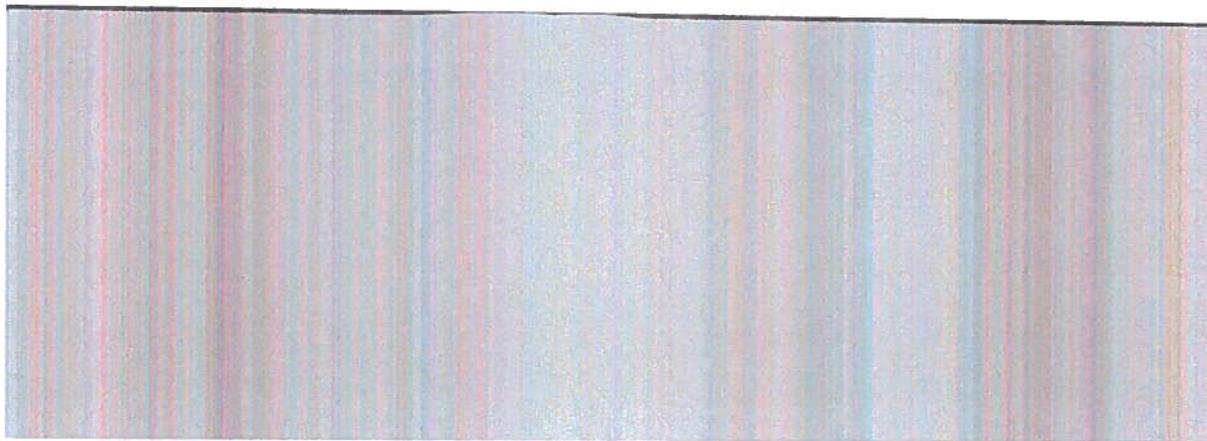
Denise Brumfield
Office of Facility Planning and Control
Post Office Box 94095
Baton Rouge, LA 70804-9095

When forwarding the documents, please include a copy of a Resolution designating an individual from St. James Parish, to act on behalf of St. James Parish, in all matters pertaining to this project, including certifying requests for State disbursements. This individual must be an official of St. James Parish, and not a contracted consultant. This resolution is a prerequisite for the disbursement of State funds.

After all of the documents have been executed by all parties, a copy will be returned to St. James Parish.

The **Non-State Capital Outlay Training Manual** is available online on the FPC website at <http://www.doa.la.gov/Pages/ofpc/Non-State/Non-State.aspx>. Click on Non-State Entity Capital Outlay Administrative Guidelines. You will need this guide as a reference during the CEA development process, as well as a continuing guide throughout the term of the project. The "Capital Outlay Guidelines" by reference will become

P. O. Box 94095 ♦ BATON ROUGE, LOUISIANA 70804-9095 ♦ (225) 342-0820 ♦ 1-800-354-9548 ♦ Fax (225) 342 7624
AN EQUAL OPPORTUNITY EMPLOYER



part of the CEA between St. James Parish and FPC. Please follow the directions as described in the cover letters of the material sent to you.

Please understand that while funding has been granted, St. James Parish does not have full use of, nor statutory authority to spend or obligate any of the funds until such time as the CEA has been fully executed and all of the CEA's provisions met, including all contractual pre-approvals required by FPC's project manager.

If you have not already done so, please register with the State as a Vendor in order to receive funds. To do so, log-on to the FPC website at: <http://www.doa.la.gov/Pages/ofpc/Index.aspx> and under **Important Information**, click on **LaGov Vendor Self-Registration (Instructions)**. There you will find the information on how to self-register your entity. If you need help with the registration process, please call (225) 342-8010 or send an email to vendr_inq@la.gov.

If you have any questions, please feel free to contact James Lee, 225-219-4276 or james.lee@la.gov.

Sincerely,

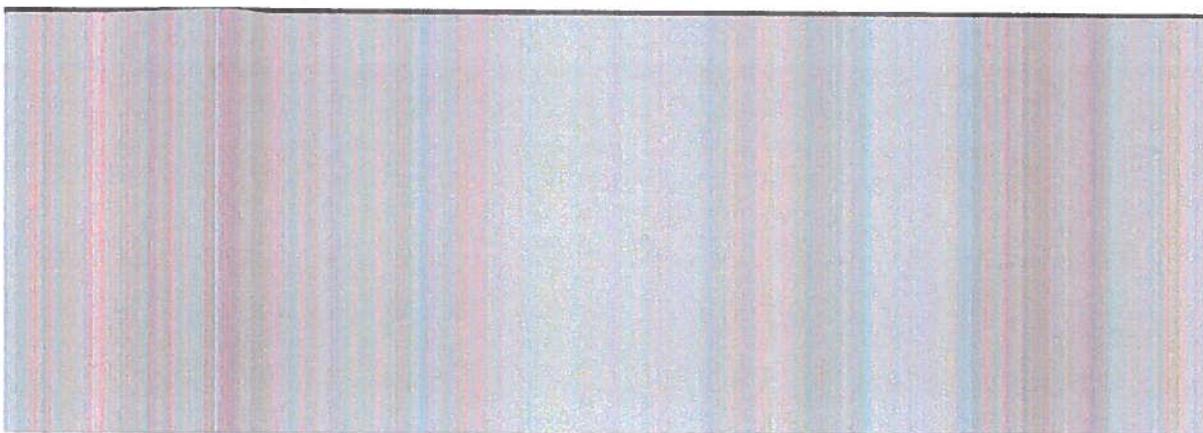


Denise Brumfield
Administrative Director

DB:bj

Enclosures

c: Mr. Marc Parenti, via email
Mr. James Lee, via email





**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
ST. JAMES PARISH
Roundabout at Intersection of LA 3125 and LA 3274, LA 22 Geometric Improvements near I-10,
Planning and Construction
(St. James)
FP&C Project No. 50-J47-19-01**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the STATE OF LOUISIANA (State), herein represented by MARK A. MOSES, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA), and ST. JAMES PARISH (Entity), a political subdivision of the State, herein represented by TIMOTHY P. ROUSSEL, PARISH PRESIDENT do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 **WHEREAS**, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 **WHEREAS**, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 **WHEREAS**, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 **WHEREAS**, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 **WHEREAS**, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

**ARTICLE II
PURPOSE**

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

**ARTICLE III
SCOPE**

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV **USE OF FUNDS**

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V **ADMINISTRATIVE COSTS**

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI **PUBLIC BID LAWS**

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII **COORDINATION**

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII
CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX
HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X
DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI
OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in

Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII **INSURANCE**

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, AI-30, AE, A99, AH, VO, VI-30, VE,V, ZM, or E.

ARTICLE XIII **PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV **TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV **TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI **AVAILABILITY OF FUNDS**

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII **ASSIGNMENT**

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S. 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this _____ day of _____, 2020,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

FP&C Witness #1 Sign Here

BY: _____
**MARK A. MOSES, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION**

FP&C Witness #2 Sign Here

THUS DONE AND SIGNED, this _____ day of _____, 2020,
at _____, Louisiana.

WITNESSES:

ST. JAMES PARISH

Entity Witness #1 Signature

BY: _____
**PETER A. DUFRESNE
PARISH PRESIDENT**

Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
ST. JAMES PARISH**
Roundabout at Intersection of LA 3125 and LA 3274, LA 22 Geometric Improvements near I-10,
Planning and Construction
(St. James)
FP&C Project No. 50-J47-19-01

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **MARK A. MOSES, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA)**, and **ST. JAMES PARISH** (Entity), a political subdivision of the State, herein represented by **TIMOTHY P. ROUSSEL, PARISH PRESIDENT** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV **USE OF FUNDS**

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V **ADMINISTRATIVE COSTS**

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI **PUBLIC BID LAWS**

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII **COORDINATION**

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII
CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX
HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X
DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI
OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in

Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV
TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S. 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this _____ day of _____, 2020,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

FP&C Witness #1 Sign Here

BY: _____
**MARK A. MOSES, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION**

FP&C Witness #2 Sign Here

THUS DONE AND SIGNED, this _____ day of _____, 2020,
at _____, Louisiana.

WITNESSES:

ST. JAMES PARISH

Entity Witness #1 Signature

BY: _____
**PETER A. DUFRESNE
PARISH PRESIDENT**

Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name

FUNDING SUMMARY
THE STATE OF LOUISIANA and
St. James Parish
Roundabout at Intersection of LA 3125 and LA 3274, LA 22 Geometric Improvements near I-10,
Planning and Construction
(St. James)
FP&C Project No. 50-J47-19-01

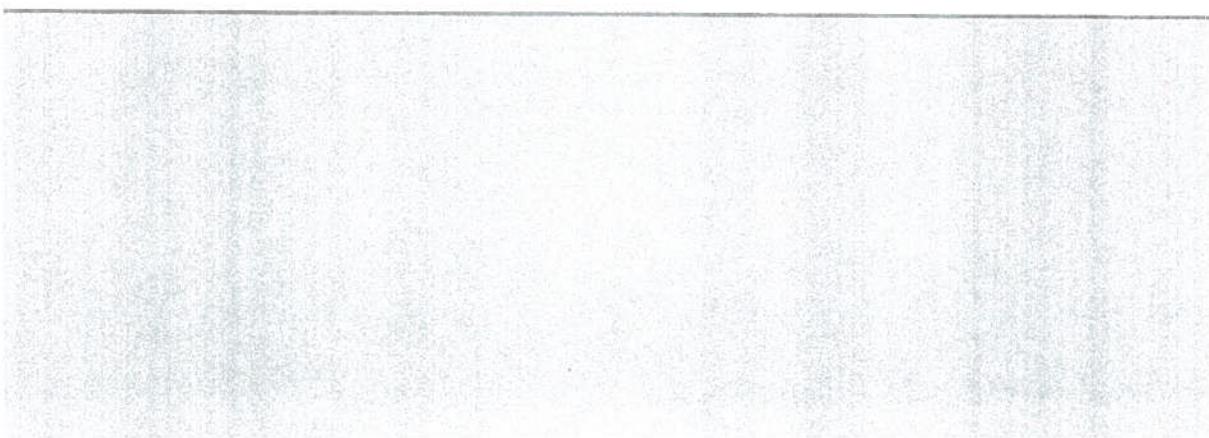
REVISION NO. _____ Date: _____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
20	2019	General Fund (Direct) Non Recurring	\$700,000			\$700,000
TOTAL			\$700,000			\$700,000
		FPC ADMIN.	\$31,500			

Federal Tax Identification for Entity: 72-6001228

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Article XIX.
 Note: State appropriations "Payable from State General Fund (Direct) Non-Recurring Revenues" shall be exempt from the twenty-five percent match requirement. HB2 (Act 20) 2019 Section 8.AD.
4. The estimated cost of construction is \$5,200,000.00 per the 2019-21 Capital Outlay Request.



At a regular meeting of the St. James Parish Council, State of Louisiana, held on the 5th day of February, the following entitled ordinance was introduced by Councilman _____ and seconded by Councilman _____, laid over for publication of notice of Public Hearing and ordered filed with the Secretary for public inspection.

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

AN ORDINANCE PROVIDING FOR THE PURCHASE OF NATURAL GAS FROM THE BLACK BELT ENERGY GAS DISTRICT (“BLACK BELT”); PROVIDING FOR THE SALE OF NATURAL GAS BY THE PARISH; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY AGREEMENT, GAS PURCHASE AND SALE AGREEMENT, AND OTHER AGREEMENTS RELATING TO THE PURCHASE AND/OR SALE OF NATURAL GAS; CONSENTING TO THE ASSIGNMENT OF CERTAIN OBLIGATIONS UNDER THE GAS SUPPLY AGREEMENT AND THE GAS PURCHASE AND SALE CONTRACT IN CONNECTION WITH THE ISSUANCE OF BONDS BY BLACK BELT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Parish of St. James, State of Louisiana (the “Parish”), currently provides natural gas to the residents within the boundaries of the Parish; and

WHEREAS, the St. James Parish Council (the “Parish Council”), pursuant to Article III, Section A(7) of the Parish of St. James Home Rule Charter, and other applicable constitutional and statutory authority (the “Act”), desires to authorize the purchase of natural gas from Black Belt Energy Gas District (“Black Belt”); and

WHEREAS, Black Belt acquires long-term gas supplies from suppliers of natural gas sized to meet all or a portion of the requirements of the resident purchasers within their area(s) of service through a prepayment by Black Belt (the “Prepaid Project”); and

WHEREAS, the Parish Council, pursuant to the Act, desires to authorize the sale of natural gas supplied by Black Belt to commercial natural gas purchasing entities within the Parish in order to provide natural gas to the residents of the Parish; and

WHEREAS, the Parish Council has determined that it is in the best interest of the Parish to purchase natural gas from Black Belt to meet all or a portion of the natural gas requirements within the Parish through a Gas Supply Agreement; and

WHEREAS, the Parish Council has also determined that it is in the best interest of the Parish to enter into a Gas Sale and Purchase Agreement with commercial natural gas purchasing entities in order to sell natural gas purchased from Black Belt through the Prepaid Project to the residents of the Parish;

NOW, THEREFORE, BE IT ORDAINED by the Parish Council, acting as the governing authority of the Parish, that:

SECTION 1. The Parish is authorized to enter into one or more Gas Supply Agreements (each a “Gas Supply Agreement”) with Black Belt in order to purchase natural gas from Black Belt to meet all or a portion of the requirements of the natural gas needs within the Parish. The proposed Gas Supply Agreement between the Parish and Black Belt is approved in substantially the form as attached hereto as Exhibit A. The Parish President and Secretary of the Parish Council are authorized and directed to approve any changes to and execute the Gas Supply Agreement on behalf of the Parish.

SECTION 2. Under each Gas Supply Agreement, the Parish will agree to purchase and Black Belt will agree to provide specified amounts of gas at set prices for mutually agreed upon terms. As a condition of each Gas Supply Agreement, Black Belt will agree to issue Gas Project Revenue Bonds in one or more series (the “Bonds”) to finance the acquisition of the gas supplies required under the Gas Supply Agreement, the payment of the Bonds to be secured solely by certain assets of Black Belt, including the Gas Supply Agreement. The Bonds shall not be obligations of the Parish, and the Parish shall have no financial liability with respect to the Bonds.

SECTION 3. The Parish is further authorized to enter into one or more Gas Sale and Purchase Agreements with commercial natural gas purchasing entities to sell natural gas purchased through Black Belt to the residents of the Parish. The proposed Gas Sale and Purchase Agreement between the Parish and a commercial natural gas purchasing entity is approved in substantially the form as attached hereto as Exhibit B. The Parish President and Secretary of the Parish Council are authorized and directed to approve any changes to and execute Gas Sale and Purchase Agreements on behalf of the Parish.

SECTION 4. Under the Gas Sale and Purchase Agreement, the Parish will agree to sell and the commercial natural gas purchasing entity will agree to purchase specified amounts of natural gas at set prices for mutually agreed upon terms.

SECTION 5. The Parish President and Secretary of the Parish Council are hereby authorized to

do any and all things necessary and incidental to carry out the provisions of this Ordinance, including taking the necessary steps to execute and deliver any additional agreements related to the purchase and/or sale of natural gas through the aforementioned agreements.

SECTION 6. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 7. This Ordinance specifically amends and supplements Ordinance No. 18-12 to the extent that any part of it conflicts with any of the above. Additionally, all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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EXHIBIT A
FORM OF GAS SUPPLY AGREEMENT

[Attached]

EXHIBIT B

FORM OF GAS PURCHASE AND SALE AGREEMENT

[Attached]

At a regular meeting of the St. James Parish Council, State of Louisiana, held on the 5th day of February, the following entitled ordinance was introduced by Councilman _____ and seconded by Councilman _____, laid over for publication of notice of Public Hearing and ordered filed with the Secretary for public inspection.

PROPOSED ORDINANCE 20-
ST. JAMES PARISH COUNCIL

AN ORDINANCE AUTHORIZING THE EXECUTION OF AMENDATORY DOCUMENTS IN CONNECTION WITH THE CONVERSION OF THE INTEREST RATE ON (I) \$56,200,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2008, (II) \$100,000,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2010, (III) \$50,000,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2010A, (IV) \$85,000,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2010B AND (V) \$75,000,000 ORIGINAL AGGREGATE PRINCIPAL AMOUNT PARISH OF ST. JAMES, STATE OF LOUISIANA REVENUE BONDS (NUSTAR LOGISTICS, L.P. PROJECT) SERIES 2011, APPROVING THE REMARKETING AGENTS, AUTHORIZING THE APPROPRIATE OFFICERS OF THE PARISH TO EXECUTE THE AFOREMENTIONED INSTRUMENTS AND ALL OTHER DOCUMENTS AND CERTIFICATES DEEMED NECESSARY IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS WITH RESPECT TO THE FOREGOING.

WHEREAS, the Parish of St. James, State of Louisiana (the "Issuer" or the "Parish"), is authorized and empowered by law, including particularly the provisions of Sections 991 to 1001, inclusive, of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), to issue its revenue bonds for the purpose of using the funds derived from the sale thereof to acquire, purchase, construct or improve and sell, lease or otherwise dispose of industrial plant sites and industrial plant buildings, and necessary property and appurtenances thereto; and

WHEREAS, the Issuer previously issued five series of bonds, namely (i) \$56,200,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2008 (the "Series 2008 Bonds"), pursuant to an Indenture of Trust dated as of June 1, 2008 (the "Series 2008 Indenture"), (ii) \$100,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010 (the "Series 2010 Bonds"), pursuant to an Indenture of Trust dated as of July 1, 2010 (the "Series 2010 Indenture"), (iii) \$50,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010A (the "Series 2010A Bonds"), pursuant to an Indenture of Trust dated as of October 1, 2010 (the "Series 2010A Indenture"), (iv) \$85,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010B (the "Series 2010B Bonds"), pursuant to an Indenture of Trust dated as of December 1, 2010 (the "Series 2010B Indenture") and (v) \$75,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2011 (the "Series 2011 Bonds" and, together with the Series 2008 Bonds, the Series 2010 Bonds, the Series 2010A Bonds and the Series 2010B Bonds, the "Bonds"), pursuant to an Indenture of Trust dated as of August 1, 2011 (the "Series 2011 Indenture" and, together with the Series 2008 Indenture, the Series 2010 Indenture, the Series 2010A Indenture and the Series 2010B Indenture, the "Indentures"); and

WHEREAS, proceeds of the Bonds were loaned to NuStar Logistics, L.P., a Delaware limited partnership (the "Company"), pursuant to five Lease Agreements, each between the Issuer and the Company and dated as of June 1, 2008, July 1, 2010, October 1, 2010, December 1, 2010 and August 1, 2011, respectively (collectively, the "Lease Agreements"); and

WHEREAS, in connection with the conversion of the interest rate on the Bonds, the Company has requested that the Issuer enter into certain amendatory documents, including but not limited to one or more First Supplement and Amendments to Indentures between the Issuer and U.S. Bank National Association, as trustee under the Indentures (the "Trustee"), amending and supplementing the Indenture applicable to each series of bonds (the "Supplemental Indentures"); and one or more First Supplement and Amendments to Lease Agreements between the Issuer and the Company amending and supplementing the Lease Agreement applicable to each series of bonds (the "Supplemental Lease Agreements" and, together with the Supplemental Indenture, the "Amendments"); and

WHEREAS, the Amendments will not in any way shift any financial burden or risk to the Parish.

WHEREAS, Section 10.11 of the Indentures also requires approval of the Remarketing Agents (as hereinafter defined) appointed by the Company; and

WHEREAS, the Indentures each provide that the Issuer and the Trustee may, with the consent of the owners of the Bonds, enter into the Supplemental Indentures; and

WHEREAS, the Lease Agreements each provide that the Issuer and the Company may, with the consent of the Credit Provider (as defined in the Indentures), enter into the Supplemental Lease Agreements; and

WHEREAS, all required consents will have been obtained prior to or simultaneously with the execution of the Amendments and any other documents deemed necessary in connection therewith; and

WHEREAS, the Issuer desires to authorize the execution of the Supplemental Indentures, the Supplemental Lease Agreements and any other documents deemed necessary in connection therewith which are agreed to by the Company and the owners of the Bonds and to approve the appointment of the Remarketing Agents;

NOW, THEREFORE, the St. James Parish Council (the "Parish Council") hereby ordains:

SECTION 1. The Parish President and the Secretary of the Parish Council be and they are hereby empowered, authorized and directed to execute and deliver the Supplemental Indentures and the Supplemental Lease Agreements for, on behalf of, in the name of and under the official seal of the Issuer, in accordance with the provisions of the Act, and other constitutional and statutory authority in connection with the conversion of the interest rate on the Bonds and for the purpose of, among other things, amending or adding certain provisions such as redemption, guarantees or covenant provisions. The Supplemental Indentures and the Supplemental Lease Agreements are to be in the form approved by Bond Counsel (as hereinafter defined) and agreed to by the Company and the owners of the Bonds, and the signatures of the aforesaid officers upon the Supplemental Indentures and the Supplemental Lease Agreements as so executed shall be deemed conclusive evidence of their due exercise of the authority vested in them hereunder.

SECTION 2. The Parish President and Secretary of the Parish Council are hereby further authorized and directed for, on behalf of, and in the name of the Issuer to execute and deliver any and all additional instruments, documents and certificates in addition to the documents set forth above as may be required by or provided for in connection with the Supplemental Indentures and the Supplemental Lease Agreements, to do all such acts and things, including filing tax documentation required by the Internal Revenue Service, if any, and the execution of any bond purchase agreements or other agreements or amendments thereof related to the Bonds, or as may otherwise be required for or necessary, convenient or appropriate to the transaction described in this ordinance. Said officers are hereby further authorized and directed to approve for and on behalf of and in the name of the Issuer any changes, additions or deletions in any of the documents, instruments or certificates referred to in this ordinance, provided that all such changes, additions or deletions, if any, as shall be approved by Bond Counsel and consistent with and within the authority provided by the Act. The signatures of the said officers upon such documents set forth above, or as may be otherwise required for or necessary, convenient or appropriate to the financing described in this ordinance, are deemed to be conclusive evidence of their due exercise of the authority vested in them hereunder. The Parish President and the Secretary of the Parish Council also are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions or other papers and perform all other acts (including, without limitation, the filing of any documents to create and maintain a security interest on the properties and revenues pledged under the Indentures) customary to the closing of bond issues as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this ordinance and are further authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Supplemental Indentures and the Supplemental Lease Agreements as executed.

SECTION 3. The Issuer does hereby approve the appointment by the Company of J.P. Morgan Securities LLC, SunTrust Robinson Humphrey, Inc. and Citigroup Global Markets, Inc. as remarketing agents for the Bonds (the "Remarketing Agents").

SECTION 4. Foley & Judell, L.L.P., of New Orleans, Louisiana ("Bond Counsel"), is hereby employed to do and perform comprehensive, legal and coordinate professional work in connection with the matters outlined in this ordinance. The fee to be paid Bond Counsel shall be an amount based on the Attorney General's then current Bond Counsel Fee Schedule and other guidelines for comprehensive, legal and coordinate professional work in the issuance of revenue bonds applied to the actual aggregate principal amount of the Bonds that are remarketed, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with the issuance of the Bonds, and subject to the Attorney General's written approval of said employment, shall be payable only out of the proceeds of the Bonds or funds provided by the Company.

SECTION 5. This ordinance shall take effect immediately.

STATE OF LOUISIANA

PARISH OF ST. JAMES

I, the undersigned Secretary of the St. James Parish Council (the "Parish Council") acting as the governing authority of the Parish of St. James, State of Louisiana (the "Parish"), do hereby certify that the foregoing constitutes a true and correct copy of Ordinance No. 2020-__ adopted by the Parish Council on February 19, 2020 in connection with the conversion of the interest rate on (i) \$56,200,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2008, (ii) \$100,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010, (iii) \$50,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010A, (iv) \$85,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2010B and (v) \$75,000,000 original aggregate principal amount Parish of St. James, State of Louisiana Revenue Bonds (NuStar Logistics, L.P. Project) Series 2011, approving the Remarketing Agents, authorizing the appropriate officers of the Parish to execute the aforementioned instruments and all other documents and certificates deemed necessary in connection therewith; and providing for other matters with respect to the foregoing.

IN FAITH WHEREOF, witness my official signature this 19th day of February, 2020.

Secretary