



St. James Parish Council

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

Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

May 26, 2020

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, May 27, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse in Convent.

Please make every effort to attend.

Sincerely,

Linda Hubbell
Secretary

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

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

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

AGENDA
ST. JAMES PARISH COUNCIL
Parish Courthouse – 5800 Hwy 44, Convent, LA
WEDNESDAY, MAY 27, 2020

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

6:30 P.M.– REGULAR MEETING

- I. CALL TO ORDER & ROLL CALL**
- II. PRAYER & PLEDGE**
- III. MINUTES**
 1. Approval of the May 13, 2020 public hearing minutes
 2. Approval of the May 13, 2020 regular meeting minutes
- IV. PRESIDENT’S REPORT**
- V. PUBLIC COMMENT** on any agenda item requiring a Council vote in accordance with La. R.S. 42:14.
- VI. PRESENTATION** - None
- VII. CORRESPONDENCE RECEIVED** - None
- VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 1. Resolution reappointing R. J. St. Pierre as a District 2 Representative to the St. James Parish Economic Development Board (Amato)
- IX. OLD BUSINESS** – None
- X. NEW BUSINESS**
 1. Resolution to approve disbursement of payroll for the May 29, 2020 payroll (St. Pierre)
 2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
 3. Resolution proclaiming June 2, 2020 as Paul Keller Day in St. James Parish (Dufresne)
 4. Resolution authorizing the St. James Parish President to sign a renewal lease agreement with Eastlease, a division of Auto-Chlor Services, LLC, for a washer in the Parish Jail (Dufresne)
 5. Resolution authorizing the St. James Parish President to sign and execute a contract with B.B. Construction, LLC for the Construction of a Public Work (Dufresne)
 6. Resolution authorizing St. James Parish to enter into a Cooperative Endeavor Agreement with St. James ARC and authorizing the St. James Parish President to execute said Cooperative Endeavor Agreement (Dufresne)
 7. Resolution accepting the Change Order from Command Construction for Rip Rap, and mobilization, and authorizing the Parish President and/or his designee, to sign, execute, and administer all relevant documents (Dufresne)
- XI. EXECUTIVE SESSION**

Executive Session under LA. R.S. 42:17(A)(2) to receive a status report from special council concerning potential litigation involving St. James Parish Government and Berkley Insurance Company and related matters (Dufresne)
- XII. COUNCIL MEMBER’S REPORT**
- XIII. DIRECTOR’S REPORT**
- XIV. MOTION TO ADJOURN**

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

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

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

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

A RESOLUTION REAPPOINTING R. J. ST. PIERRE AS A DISTRICT 2 REPRESENTATIVE TO THE ST. JAMES PARISH ECONOMIC DEVELOPMENT BOARD

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

WHEREAS, R. J. St. Pierre, a member of the Economic Development Board, has, since his original appointment, rendered services and performed duties faithfully and well; and,

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

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that pursuant to Section 2 of said ordinance, R. J. St. Pierre, 1885 Lagan Court, Lutcher, LA 70071, is hereby reappointed to the St. James Parish Economic Development Board as a representative from District 2, for a term expiring in June 2023.

And, the resolution was declared adopted on this, the 27th day of May 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 27th day of May 2020.

Signed at Vacherie, Louisiana this 28th day of May 2020.

Linda Hubbell
Secretary

(S E A L)

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

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

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE
MAY 29, 2020 PAYROLL**

WHEREAS, the employee payroll is May 29, 2020 and said payroll is reflected in the payroll disbursement report presented to the Parish Council with this Resolution.

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

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve disbursement of the May 29, 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 27th day of May 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 27th day of May 2020.

Signed at Vacherie, Louisiana, this 28th day of May 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

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

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

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

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, May 28, 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 27th day of May 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 27th day of May 2020.

Signed at Vacherie, Louisiana, this 28th day of May 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION PROCLAIMING JUNE 2, 2020 AS
PAUL KELLER DAY IN ST. JAMES PARISH**

WHEREAS, Mr. Paul Keller was born on December 19, 1937 and was a life-long resident of St. James Parish. He passed away on April 3, 2020; and,

WHEREAS, Mr. Paul Keller donated his time and talents to St. Michael's Catholic Church and dedicated his life to public service; and,

WHEREAS, Mr. Paul Keller served on St. James Parish Policy Jury from 1972 to 1980, and,

WHEREAS, Mr. Paul Keller was the first Parish President of St. James Parish, serving from 1980 to 1992; and,

WHEREAS, under Mr. Paul Keller's leadership, he provided the residents of St. James Parish with many new services, all of which are still successfully operating; and,

WHEREAS, after serving the citizens of St. James Parish for a combined 20 years, Mr. Paul Keller was the Director of the Louisiana Department Rural Development and brought telemedicine to all of rural Louisiana.

NOW THEREFORE BE IT RESOLVED, that Parish President Peter A. Dufresne and the St. James Parish Council do hereby proclaim June 2, 2020, and every June 2nd thereafter, as Paul Keller Day in St. James Parish.

And the resolution was declared adopted on this, the 27th day of May 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 27th day of May 2020.

Signed at Vacherie, Louisiana, this 28th day of May 2020.

Linda Hubbell
Secretary

(S E A L)

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

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

A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT TO SIGN A RENEWAL LEASE AGREEMENT WITH EASTLEASE, A DIVISION OF AUTO-CHLOR SERVICES LLC, FOR A WASHER IN THE PARISH JAIL

WHEREAS, St. James Parish is responsible for the equipment; and,

WHEREAS, Auto-Chlor Services, LLC currently has a washer operating in the jail; and,

WHEREAS, St. James Parish desires to enter into a five (5) year lease agreement at a cost of \$315.00 per month with Eastlease; and,

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council, to sign and execute an service agreement between Eastlease, a division of Auto-Chlor Services LLC, pursuant to the terms and conditions set forth therein.

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

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And the resolution was declared adopted on this, the 27th day of May 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 27th day of May 2020.

Signed at Vacherie, Louisiana, this 28th day of May 2020.

Linda Hubbell
Secretary

(S E A L)

MAY 14, 2020

ST. James Parish Government
5800 LA HWY 44
Convent, LA. 70723

Dear Ms. Christine:

Thank you for your interest in Auto-Chlor's leasing program for our commercial laundry machines. As a manufacturer of specialty cleaning products for over 50 years, we have built our reputation on quality products and low use cost. We back this with unequaled service in the industry today.

Eastlease is a division of *Auto-Chlor Services, LLC*. that was created to meet the equipment needs of the OPL, institutional, industrial, and shirt laundry markets.

Eastlease primarily leases and services washer extractors and dryers that fit the 35 to 200 lb. markets. We have the capability of analyzing your equipment needs, sizing the equipment, delivering, and installing your equipment, programming your machines, and running diagnostic service to prevent or rectify problems. We are factory trained and fully capable of service on most brands of washers and dryers, but specialize in handling equipment from Unimac.

What makes *Eastlease* unique is our service philosophy and attention to our customer. We are different because we live by our commitment and guarantee of ***Total Service, Total Satisfaction***. We are much more than a leasing company. We provide the technological and service support to the customer, and our sister division, *Auto-Chlor Services*, provides the chemistry, products, and formulations to make an unbeatable combination.

Therefore, with *Eastlease* equipment you get much more than a lease. You get a competitive lease that includes guaranteed service with a seventy two hour response time, regular preventative maintenance, formulas and diagnostic analysis, the latest in dispenser and chemical technology, and clean sanitary results – all provided under the ***Total Service, Total Satisfaction*** umbrella of guaranteed satisfaction by *Eastlease* and *Auto-Chlor*.

ST. James Parish Government

Page 2

We want to protect our equipment and be totally responsible. Economical use cost takes the coordination of the proper chemical formulation and use of the equipment. Thorough knowledge of both must be considered for totally satisfactory results. We have developed our **TOTAL QUALITY, TOTAL SERVICE** reputation by being responsible for all phases of achieving quality results, use cost, and equipment performance. We are totally accountable to our customer and ourselves. The customer is always better off when they give the full responsibility to one company and hold them accountable. We accept that responsibility. We hope you agree and take advantage of the benefits of our laundry equipment lease/service program. We look forward to working with you in the future.

EASTLEASE RENTAL PROGRAM

UNIMAC 65LB Washer

Model UW65 - \$315.00 per month each

This cost would include the installation of the washer / dryer and all maintenance including parts and service for a contract period of five years.

Installation includes the following:

- 1) Setting machine in place
- 2) Bolting machine to floor
- 3) Programming laundry formulas
- 4) Does not include venting or gas connections

After you have reviewed this information, I would be pleased to discuss it in more detail at your convenience.

Sincerely,

Jacob Dearman
Eastlease Technician

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 B.B. CONSTRUCTION,
LLC FOR THE CONSTRUCTION OF A PUBLIC WORK**

WHEREAS, St. James Parish desires to enter into a public works contract with B.B. Construction, LLC for the construction of two (2) Basketball Court Pavilions; and,

WHEREAS, the Scope of services to be provided will be defined through issued task orders sign by both parties; and,

WHEREAS, the compensation and total value of this contract shall not exceed \$146,600.00.

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Council to execute a contract between St. James Parish and B.B. Construction, LLC to construct a Basketball Court Pavilion at Lucher Park and at Magnolia Park in accordance with the terms of this resolution.

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

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

And the resolution was declared adopted on this, the 27th day of May 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 27th day of May 2020.

Signed at Vacherie, Louisiana, this 28th day of May 2020.

(S E A L)

Linda Hubbell
Secretary

B. B. CONSTRUCTION, LLC

Blaine Bourgeois, Owner
14513 Miscar Road
Kentwood, LA 70444
(985) 229-3258 / (985) 229-3353 Fax
bbconstructionllc@att.net

~~CONTRACT~~ *Exhibit A*

Date: March 16, 2020

Attn: Mickey Roussel
St. James Parish Government
Convent, LA
Mickey.roussel@stjamesparishla.gov
(225) 562-2392 Office
(225) 264-0547 Cell

Job Specs: Lutcher Park - Basketball Court Pavilion
Pre-Engineered Metal Building: 54' x 88' 6" Eave height: 20'
Roof slope: 1.0 / 12.0 4 Bays at 22'-1.5"
4 walls are open to 10 ft. (top 10 ft. sheeted)
Roof & Trim: Harbor Blue R-panels; Walls: Desert Sand R-panels
Red oxide main frames; All G-90 Secondary Cables for lateral bracing
No gutters; No insulation
Foundation: 10 engineered piers built to engineered specs
Existing cement to be cut and removed at pier locations
Electrical: Install 100 amp 12 circuit outdoor panel
8 LED lights; 2 circuits of lights
Stub 1-1/4 Schedule 80 for panel feed
Add ground rod for panel and building ground
All wire to lights in EMT conduit
Timeclock, main feed conduit and main feeds to be provided and run by Parish.

Job Specs: Magnolia Park - Basketball Court Pavilion
Pre-Engineered Metal Building: 64' x 62' Eave Height: 20'
Roof slope: 1.0 / 12.0 3 Bays at 20'8"
4 walls are open to 10 ft. (top 10 ft. sheeted)
Roof: Galvalume R-panels; Walls: Desert Sand R-panels; Trim: Hawaiian Blue
Red oxide main frames; All G-90 Secondary Cables for lateral bracing
No gutters; No insulation
Foundation: 8 engineered piers built to engineered specs
Existing cement to be cut and removed at pier locations
Electrical: Install 100 amp 12 circuit outdoor panel
8 LED lights; 2 circuits of lights
Stub 1-1/4 Schedule 80 for panel feed
Add ground rod for panel and building ground
All wire to lights in EMT conduit
Timeclock, main feed conduit and main feeds to be provided and run by Parish

All necessary permits obtained by Others.

PRICE: BUILDING MATERIAL & ERECTION FOR ABOVE BUILDINGS.....\$ 146,600.00

Payment Schedule: 25% due at Contract signing..... \$ 36,650.00
25% due at Foundation Completion.....\$ 36,650.00
25% due at Building Delivery.....\$ 36,650.00
25% due at Job Completion.....\$ 36,650.00

Blaine Bourgeois
Owner

St. James Parish Government

B. B. CONSTRUCTION, LLC

Blaine Bourgeois, Owner
14513 Miscar Road
Kentwood, LA 70444
(985) 229-3258 / (985) 229-3353 Fax
bbconstructionllc@att.net

PRICE QUOTE

Date: March 2, 2020
Attn: Mickey Roussel
St. James Parish Government
Convent, LA
Mickey.rousseau@stjamesparishla.gov
(225) 562-2392 Office
(225) 264-0547 Cell

Job Specs: Basketball Court Pavilions

Building #1 Pre-Engineered Metal Building: 54' x 88' 6"
Eave height: 20'
Roof slope: 1.0 / 12.0
Roof Panels: Galvalume R-panel
Colored wall panels and trim
Walls sheeted down to 10 ft. (10 ft. open)
Red oxide main frames
All G-90 Secondary
No gutters
Engineered piers at columns
Lighting

Building #2 Pre-Engineered Metal Building: 64' x 62'
Eave Height: 20'
Roof slope: 1.0 / 12.0
Roof Panels: Galvalume R-panel
Colored wall panels and trim
Walls sheeted down to 10 ft. (10 ft. open)
Red oxide main frames
All G-90 secondary
No gutters
Engineered piers at columns
Lighting

Quote: BUILDING MATERIAL & ERECTION\$ 145,000.00

Price Quote valid for 30 days only.

Blaine Bourgeois

Blaine Bourgeois
Owner

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

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

A RESOLUTION AUTHORIZING ST. JAMES PARISH TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH ST. JAMES ARC AND AUTHORIZING THE ST JAMES PARISH PRESIDENT TO EXECUTE SAID COOPERATIVE ENDEAVOR AGREEMENT

WHEREAS, in order to promote greater efficiency in the performance of ST. JAMES PARISH GOVERNMENT's & ST. JAMES ARC's mandated and accepted community wide functions - such promotion requires increased partnership for the purpose of providing exceptional programming for those developmentally challenged citizens of St. James Parish, Louisiana.

WHEREAS, ST. JAMES PARISH GOVERNMENT, as the governing body of St. James Parish, wishes to cooperate with the ST. JAMES ARC, a non-profit corporate entity of St. James Parish, in its aforesaid effort and to participate, where appropriate, under the terms and conditions as set forth in the Cooperative Endeavor Agreement attached hereto.

WHEREAS, the public purpose of this Cooperative Endeavor Agreement is described as: the provision of recreational, social, cultural, academic and developmental programming for St. James Parish, and its residents impacted by developmental disability(ies); and should there exist the transfer of public funds, service or property, of any kind, any such transfer is not a gratuitous donation but is provided by the Parish for the public purpose stated herein.

WHEREAS, St. James Parish desires to enter into a **Cooperative Endeavor Agreement** with St. James Arc, a copy of which is attached hereto and made a part hereof. The parties agree to the terms and conditions and public purposes as set forth therein.

NOW THEREFORE BE IT RESOLVED, by the St. James Parish Council, that the St. James Parish President, Peter A. Dufresne, is hereby authorized to sign and/or execute the Cooperative Endeavor Agreement with St. James ARC pursuant to the terms and conditions and for the stated public purposes as set forth in the attached agreement.

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 27th day of May 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 27th day of May 2020.

Signed at Vacherie, Louisiana, this 28th day of May 2020.

(S E A L)

Linda Hubbell
Secretary

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

**ST. JAMES ARC
& ST. JAMES PARISH GOVERNMENT**

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. JAMES

This Cooperative Endeavor Agreement is by and between the following parties:

ST. JAMES ARC, a non-profit corporate entity, domiciled in St. James Parish, State of Louisiana, whose permanent mailing address is 29150 Health Unit St., Vacherie, Louisiana 70090, represented herein by its President, James Brazan, duly authorized to act, declaring under oath that said authorization has not been rescinded or revoked in any way and is still in full force and effect; &

ST. JAMES PARISH GOVERNMENT, a political subdivision, domiciled in the Parish of St. James, State of Louisiana, whose permanent mailing address is P.O. Box 106, Convent, Louisiana 70723, represented herein by its Parish President, Pete Dufresne, duly authorized by Resolution No. _____, of the St. James Parish Council, adopted on the _____ day of _____, 2020, declaring under oath that said authorization has not been rescinded or revoked in any way and is still in full force and effect.

1. PURPOSE

Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that: “[F]or a public purpose, the state and its political subdivisions or political corporations 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.”

With the understanding of such an application, and in an effort to promote greater efficiency in the performance of ST. JAMES PARISH GOVERNMENT & ST. JAMES ARC mandated and accepted community wide functions - such promotion requires increased partnership for the purpose of providing exceptional programming for those developmentally challenged citizens of St. James Parish, Louisiana.

ST. JAMES PARISH GOVERNMENT, as the governing body of St. James Parish, wishes to cooperate with the ST. JAMES ARC, a non-profit corporate entity of St. James Parish, in its aforesaid effort and to participate, where appropriate, under the terms and conditions as set forth herein.

Whereas the public purpose is described clearly and as stated herein and should there exist the transfer of public funds, services or property, of any kind, any such transfer is not a gratuitous donation but for the public purpose so detailed.

2. OBLIGATIONS

A. The parties to this agreement agree to undertake the following obligations as hereinafter set forth:ST. JAMES ARC shall:

- i. Provide exceptional programming for those developmentally challenged citizens of St. James Parish - said programming of the ST. JAMES ARC is (and shall remain) aimed towards the advancement of, including, but not limited to: client life skills, independent living skills, academic skills, health skills, motor skills, cognitive skills, currency skills, computer skills and self-help skills - with the overall focus: a better quality of life for these citizens of St. James Parish.
- ii. Offer said programming to any developmentally challenged citizen of St. James Parish, that qualifies for such services (under the discretion of the ST. JAMES ARC). At present, ST. JAMES ARC delivers these direct services to numerous members of the St. James Parish Community, members that reside within the entire geographic location of St. James Parish, East Bank & West Bank alike, and within every Parish district (*including: Gramercy, Lutcher, Paulina, Convent, Vacherie and St. James) / all such programming began within St. James Parish circa 1969.
- iii. Maintain, and oversee, any and all programmatic activity(ies) as it relates to the clients of the ST. JAMES ARC facility.
- iv. Maintain, and oversee, any and all programmatic activity(ies) as it relates to the thrift store operations located at the ST. JAMES ARC facility.

- v. Share in, when necessary, a portion of the cost(s) for programmatic activity(ies) - with particular reference made to the off-site meal program (which allows for in community interaction and nutritious food services), in addition to any extra-curricular activity(ies) that may be authorized, from time to time, by the ST. JAMES ARC Board of Directors.
- vi. Assist, where applicable, ST. JAMES PARISH GOVERNMENT, in any and all aspects of the obligations so referenced herein.
- vii. ST. JAMES ARC employees/staff, shall - as effectuated by this Agreement, become at-will employees of ST. JAMES PARISH GOVERNMENT, under the direct oversight of the Department of Human Resources and in coordination with any and all policy and procedures of ST. JAMES PARISH GOVERNMENT (which shall also include integration as a public employee under the Department of Information Technology, and any such applicable framework). ST. JAMES ARC shall work along with St. James Parish to coordinate the transfer of said employees and staff to ST. JAMES PARISH GOVERNMENT.

B. ST. JAMES PARISH GOVERNMENT shall:

- i. Allocate, account for and expend - the appropriate monetary responsibilities for the staffing necessary to run the ST. JAMES ARC program and facilities, particularly as it relates to staff salary(ies), benefits and overall compensation for services rendered.
 - a. ST. JAMES ARC employees/staff, shall - as effectuated by this Agreement, become at-will employees of ST. JAMES PARISH GOVERNMENT, under the direct oversight of the Department of Human Resources and in coordination with any and all policy and procedures of ST. JAMES PARISH GOVERNMENT (which shall also include integration as a public employee under the Department of Information Technology, and any such applicable framework).
- ii. Maintain, under the direct oversight of the Department of Operations (Public Works), the physical plant of ST. JAMES ARC, including any and all building(s) and or improvement(s) attached thereto. The maintenance of said buildings and improvements shall be under the direct control and discretion of ST. JAMES PARISH GOVERNMENT. ST. JAMES PARISH GOVERNMENT will reimburse ST. JAMES ARC for any facility maintenance performed by ST. JAMES ARC only if prior written consent was given before such item of maintenance was performed.
- iii. Provide, appropriate transportation services for ST. JAMES ARC clients (to and from the ST. JAMES ARC facility, and for any and all additional, mutually agreed upon, purpose).
- iv. Insure, against hazard and liability, and for any other purpose, the physical plant (and the overall functions) of the ST. JAMES ARC, under existent insurance policy(ies) of ST. JAMES PARISH GOVERNMENT.
- v. Process, and retain - under ST. JAMES PARISH GOVERNMENT, any and all reimbursement benefits of the ST. JAMES ARC, including Medicaid benefit reimbursement and any reimbursement program pursuant to transportation services.

C. ST. JAMES ARC & ST. JAMES PARISH GOVERNMENT shall:

- i. Work jointly, and collaboratively, to meet, fulfill, exceed and promote - any and all goals and objectives of this Agreement, with the overall focus (public purpose) of a better quality of life for the citizens of St. James Parish.
- ii. **Both ST. JAMES PARISH GOVERNMENT & ST. JAMES ARC recognize that the relationship formed between the parties to provide the services to clientele of the ST. JAMES ARC is fluent and matters may arise which are not specifically addressed within this agreement. The parties hereto agree that in such circumstances, the authorized representatives of ST. JAMES ARC and ST. JAMES PARISH GOVERNMENT may agree upon any action necessary to resolve said matters provided said action meets all legal guidelines set forth by applicable law.**

3. TERM

This Agreement shall commence on the date written below, as executed, and shall remain in effect until all obligations contained herein have been performed, unless terminated earlier in accordance with Article 4. below, or by written mutual consent of the parties.

4. TERMINATION / AMENDMENT

PARISH GOVERNMENT or ST. JAMES ARC may terminate, and or amend, this Agreement for cause and or convenience based upon the failure of the other party to comply with the terms and conditions of the Agreement, provided that the party wishing to terminate shall give the other party reasonable written notice specifying the other

party's failure, and with the opportunity for plausible reconciliation. Amendment(s), may - from time to time, become necessary on a case by case basis and shall be completed through written mutual consent of the parties.

5. ASSIGNMENT

This Agreement is strictly between the parties and shall not be assigned, unless completed through written mutual consent of the parties.

6. MODIFICATION

No modification to this Agreement shall be binding, unless completed through written mutual consent of the parties - via formal amendment to this Agreement (as referenced above).

7. INDEMNIFICATION

The parties herein agree to hold harmless, save, indemnify, release and discharge one another, from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving the provisions so stated herein, except to the extent that such losses result from, in whole or in part, the negligence, unlawful or wrongful acts of the alternate party, or any other person acting in concert therewith - to the fullest extent permitted by law. With both parties fully and formally acknowledging the obligations so stated herein.

8. SEVERABILITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law. Any and all provisions that may be found in prior contractual agreements, and that may be determined to be contradictory to those provisions located herein, with specific reference being made to the Cooperative Endeavor Agreement executed between the parties on July 17, 2017, any such contradictory provisions shall be superseded (and thereby amended) by this Agreement. Any and all additional terms, and or provisions, shall remain unchanged.

9. CONTROLLING LAW, LEGAL COMPLIANCE & VENUE

PARISH GOVERNMENT and ST. JAMES ARC shall comply with all applicable Federal, State, and Local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

The exclusive venue for any suit arising out of this Agreement shall be in the 23rd Judicial District Court for the Parish of St. James, State of Louisiana.

[Remainder of this page intentionally left blank - signature page to follow]

THUS DONE AND SIGNED this ____ day of _____, 2020, in the presence of the undersigned competent witnesses, in St. James Parish, Louisiana.

WITNESSES

ST. JAMES ARC

By: _____

Title: _____

THUS DONE AND SIGNED this ____ day of _____, 2020, in the presence of the undersigned competent witnesses, in St. James Parish, Louisiana.

WITNESSES

ST. JAMES PARISH GOVERNMENT

By: _____

Title: _____

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

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

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

WHEREAS, the description of work per Command Construction's contract for the Change Order for rip rap, demobilization, and remobilization; and,

WHEREAS, the total cost amount for Change Order is an increase in the amount of \$11,585.52 which includes \$5,400 rip rap and \$6,185.52 demobilization/remobilization; and,

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

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

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

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

And, the resolution was declared adopted on this, the 27th day of May 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 27th day of May 2020.

Signed at Vacherie, Louisiana this 28th day of May 2020.

Linda Hubbell
Secretary

(S E A L)



May 15, 2020

Burk-Kleinpeter, Inc.
4176 Canal Street, New Orleans, LA 70119
Office: 504-486-5901
Attn: Renee Poole

RE: **55# Rip Rap**
St James Parish Interior Drainage
Parish: St James
Owner: St James Parish

Rene',

As requested, Command submits pricing for the furnishing and installation of rip rap around pipe ends.

See below for installation price of 55# rip rap.

\$150/Ton

By Command's calculations, it should be approximately **36 tons** for the areas discussed.

If you have any questions or comments, please contact me either by email at christian@commandindustries.com or by phone at 504-329-5945 or the office at 504-887-8795.

Sincerely,
Christian Commander
Project Manager / Estimator



May 12, 2020

Burk-Kleinpeter, Inc.
4176 Canal Street, New Orleans, LA 70119
Office: 504-486-5901
Attn: Renee Poole

RE: **Demob/Remob – COVID 19 Shutdown (FINAL - MAY 4 REMOB)**
St James Parish Interior Drainage
Parish: St James
Owner: St James Parish

Renee,

Please see attached supporting documents regarding the demobilization & remobilization of equipment, standby time for Command's superintendent, and daily rental rates of traffic control. This letter comes as a response to St. James shutting the ongoing project down due to COVID 19 on March 23, 2020. Command feels that we should be compensated for any costs associated with this jobsite shutdown.

First, Command was unable to demobilize all equipment rapidly, one machine (CAT 336) sat on site on standby because we did not have a project to send it to. It was move offsite on March 26, 2020; totaling two days of standby that occurred on this project. The daily standby rate is attached and **is equal to \$321.12/day.**

Next, demobilizing and remobilizing all of Command's onsite equipment takes a trip per piece. Each trip is \$325. Command had six pieces of equipment on site, **so the total for this is \$1950 for the demob and \$1950 for the remob.**

Also, additional time on traffic control materials is now being increased due to the project being stopped. I broke down the charges into two categories: one being construction advanced warning signs (**\$8.82/day**) and the other being the temporary detour signs (**\$26.03/day**). **The total daily date for the traffic control items is \$40.08/day.**

St. James Parish has instructed Command to remobilize back onsite on Monday May 4, 2020. This scheduled date brings the total calendar days demobilized from this project to **41**.

Breakdown of everything listed above

- 1) **Equipment standby rate = \$642.24/LS**
- 2) **Demobilizing/Remobilizing all equipment = \$3900/LS**
- 3) **Rental rate for all traffic control items = \$1643.28/LS**

TOTAL Demob/Remob cost = \$6,185.52

If you have any questions or comments, please contact me either by email at christian@commandindustries.com or by phone at 504-329-5945 or the office at 504-887-8795.

Sincerely,
Christian Commander
Project Manager / Estimator