



St. James Parish Council

P. O. Box 176
Vacherie, Louisiana 70090
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council@stjamesparishla.gov

Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

June 23, 2020

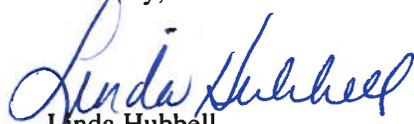
Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, June 24, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse Annex in Vacherie.

Prior to the meeting, at 6:15 p.m. there will be a public hearing on **Proposed Ordinance 20-07, An Ordinance setting and designating the adopted property tax millage for the year 2020 levied on all taxable property within the Parish of St. James, State of Louisiana.**

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 Annex – 2631 Hwy 20, Vacherie, LA
WEDNESDAY, JUNE 24, 2020

6:15 P.M.– PUBLIC HEARING

1. Proposed Ordinance 20-07, An Ordinance setting and designating the adopted property tax millage for the Year 2020 levied on all taxable property within the Parish of St. James, State of Louisiana (Dufresne)
2. Adjourn Public Hearing

6:30 P.M.– REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the June 10, 2020 public hearing minutes
2. Approval of the June 10, 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

1. Glenn Millet, Planning Commission's Annual Report to the Council (St. Pierre)

VII. CORRESPONDENCE RECEIVED

1. Letter from Pam Spees, Center for Constitutional Rights, Expert Report on Cemeteries – Five more burial sites may exist on property proposed for Formosa Plastics (St. Pierre)
2. Letter from Assessor Waguespack requesting the Board of Review (St. Pierre)

VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Resolution affirming the appointment of Judge Jude Gravois and Danice Pittman as District 6 representatives to the Keep St. James Parish Beautiful Board (Etienne-Steib)
2. Resolution appointing Danny Shepard as a District 7 Representative to the St. James Parish Economic Development Board (Nash)
3. Resolution amending the term expiration date to Jeremy Catoire's appointment to the St. James Parish Economic Development Board (Bland)
4. Resolution appointing Kerry Bourgeois and Shanitra Jasmin as members to the River Parishes Transit Authority (Dufresne)

IX. OLD BUSINESS

1. Action on Ordinance 20-07, An Ordinance setting and designating the adopted property tax millage for the Year 2020 levied on all taxable property within the Parish of St. James, State of Louisiana (Dufresne)

XI. NEW BUSINESS

1. Resolution to approve disbursement of payroll for the June 26, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution amending Section X of the St. James Parish Government Employee Handbook (Dufresne)
4. Resolution scheduling a Board of Review for September 16, 2020 (St. Pierre)
5. Resolution amending the contract for High Tide Consultants, L.L.C. (Dufresne)
6. Resolution authorizing the St. James Parish President to sign a Cooperative Endeavor Agreement with Parkview Land Company L.L.C. for the use of immovable property as a temporary vegetative debris area (Dufresne)
7. Resolution amending contract with Trio Community Meals previously known as Elixir North America's Corp. d/b/a/ Bateman Community Living for food services to senior congregate and homebound meal nutrition program (Dufresne)
8. Resolution authorizing St. James Parish President Peter A. Dufresne to sign a Cooperative Endeavor Agreement with the New Hope International Community Center to provide the use of the building to hold the "Keep Moving for Life" senior exercise program for the St. James Parish elderly services program *Dufresne)
9. Resolution authorizing St. James Parish President Peter A. Dufresne to sign an agreement with Julie Guidry to provide the "Keep Moving for Life" senior exercise program for St. James Parish elderly services program (Dufresne)

10. Resolution authorizing St. James Parish President Peter A. Dufresne to sign an Intergovernmental Agreement with the St. James Parish Fitness Center to provide wellness services to the St. James Parish elderly services program (Dufresne)
11. Resolution providing for the acceptance of work performed by Frickey Brothers Construction, Inc. in accordance with the Certificate of Substantial Completion, for Lucher Park Baseball Field additions (Dufresne)
12. Resolution authorizing Parish President to submit amendment to the Parish's Community Development Disaster Recovery Plan (Dufresne)
13. Resolution Proclaiming the Month of June 2020 as Homeownership Month in St. James Parish (Dufresne)
14. Introduction of Proposed Ordinance, An Ordinance to authorize the lease of immovable property by the Parish of St. James (Bland)

X. COUNCIL MEMBER'S REPORT

XI. DIRECTOR'S REPORT

XII. MOTION TO ADJOURN

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

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666 Broadway, 7th Floor
New York, New York 10012
212-614-6464
ccrjustice.org

March 11, 2020

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

By email to: linda.hubbell@stjamesparishla.gov

Re: Expert Report on Cemeteries – Five More Burial Sites May Exist on Property Proposed for Formosa Plastics

To the St. James Parish Council:

On behalf of RISE St. James, we take this opportunity to present you with a comprehensive and detailed report by an archaeological expert into burial sites on the Formosa Plastics project area. The report, prepared by Coastal Environments, Inc., (CEI), a Baton Rouge-based company that specializes in a range of environmental and archaeological services and which first alerted state archaeologists to the existence of two cemeteries on the site, concludes that: **1) as many as five additional cemeteries may exist on the project site in addition to the two previously identified; and 2) Formosa's consultants searched in the wrong location each time they looked for cemeteries on the former Acadia Plantation.**

On December 23, 2019, on behalf of RISE St. James and its founder and president Sharon Lavigne, a resident of the Fifth District, the Center for Constitutional Rights submitted a request to this Council to rescind the land use permit granted to Formosa Plastics. The basis of that request was that RISE had learned that gravesites - likely of enslaved people - had been found on the proposed site and Formosa had not notified the Parish Council of that fact while its land use application was pending.

Formosa Plastics sent an email to members of the Parish Council on January 21, 2020, responding to RISE's request to rescind the approval. RISE now takes this opportunity to provide the Council with this report containing important new information about the proposed site and to address certain inaccuracies in Formosa's letter.

The events surrounding the discovery of the first two burial sites are set out in RISE's December 23rd letter and attachments. To summarize, in July 2018, after Formosa's archaeological consultants completed a survey during which they found no cemeteries, an independent archaeologist with CEI alerted the Louisiana Division of Archaeology to the possible existence of two cemeteries, relying on a series of detailed maps from 1877 and 1878 that recently became available. Formosa's consultants were sent back out to survey the site again, having not found any cemeteries the first time. They marked out a cemetery on the former Buena Vista Plantation but believed the cemetery on the Acadia Plantation had been destroyed under previous ownership.

When the independent CEI archaeologist reviewed the report of that second site investigation, he advised the Division of Archaeology that Formosa's archaeologists had searched in the wrong locations. Formosa's archaeologists were sent back out to the site and this time found the graves on the Buena Vista Plantation in a different location from that which they had originally fenced off. They again concluded that the Acadia Plantation cemetery had been destroyed. The independent archaeologist was not asked to review Formosa's report of the last site investigation.

However, RISE and the Center for Constitutional Rights asked CEI to do so, and to conduct a full assessment of the entire project area for possible cemeteries. CEI carefully reviewed Formosa's reports and conducted their own analysis which included extensive historical research, as well as cartographic regression, a process which uses modern aerial imagery overlaid on historic maps and surveys.

Their key conclusions are:

1. In Addition to the Cemeteries on the Former Acadia and Buena Vista Plantations, Five More Cemeteries May Exist on the Project Site.

Elina Plantation Cemetery. CEI analyzed a tract of land purchased by Formosa in the Fall of 2018 which was not part of the project area that had been surveyed previously. The tract corresponds to where the Elina Plantation once stood. The 1878 map used by CEI to locate the Buena Vista and Acadia plantation cemeteries also included a symbol on the Elina Plantation representing a graveyard.¹ Through cartographic regression analysis, CEI has pinpointed the coordinates of where they believe the graveyard is located today.²

Other Possible Cemeteries. In addition, through cartographic regression, CEI noted a series of 13 anomalies that appeared over several decades of aerial imagery. CEI was able to exclude 8 of the anomalies as cemeteries because they corresponded to other structures or features identified by other cartographic resources. The remaining five could not be accounted for in this way. Based on their expertise and past experience, CEI believes these remaining five could be cemeteries. One of those possible cemeteries falls outside the project area, leaving four others the archaeologists believe could be graveyards that are at risk of being impacted by construction and should be investigated.³

2. Formosa's Own Documents Show They Repeatedly Failed to Search the Most Likely Location for Graves Associated with the Acadia Plantation Cemetery.

CEI analyzed Formosa's reports of the investigation of the Acadia Plantation Cemetery and

¹ Coastal Environments, Inc., *Cartographic Regression Analysis of Certain Tracts of Land Located in T. 11 S. and 12 S., R. 15 E. (Southeastern Land District West of the Mississippi River), St. James Parish, Louisiana*, February 2020, at pp. 35-36, available at

<https://ccrjustice.org/sites/default/files/attach/2020/03/St.%20James%20Cemeteries%20%28Reduced%29%20%281%29.pdf>.

² *Id.* at pp. 60-61.

³ *Id.* at pp. 91-122.

then conducted their own independent analysis and cartographic regression. CEI concluded the search area originally proposed by Formosa's consultants, shown on p. 14 of the attached report, would have covered the area that possibly still contains graves. However, Formosa's consultants, as shown in their own documents, did not conduct the search outlined in their original plan. Instead, they chose to investigate an area where the cemetery was not located.⁴ The company then blanketly asserted to this Council in their January 21st letter that "[t]here are no burial grounds on the Acadia site."

Formosa also left out of their letter that their search of the Acadia Plantation cemetery was prompted by the independent archaeologist from CEI who alerted the Louisiana Division of Archaeology to the existence of the cemeteries, as shown in public records obtained from the Division.

Archaeologists who have looked at the Acadia Plantation Cemetery agree that much of it has likely already been destroyed when the land was dug up for a borrow pit by a previous owner – a travesty for descendants, and for history. However, CEI believes some graves associated with the cemetery may still exist under a field road and should be investigated and, if found, protected. They have recommended a series of additional methods for doing so that have not been utilized previously.⁵

In addition, RISE takes this opportunity to correct and clarify the following assertions made by Formosa Plastics in its January 21st letter:

1. Formosa Plastics Did Not Disclose the Burial Sites to Either the Planning Commission or the Parish Council While its Land Use Application Was Pending.

Formosa Plastics asserts it has been "fully transparent and in full cooperation with the St. James Parish Council" but does not deny that it did not disclose the existence of the burial sites to either the Planning Commission or the Parish Council. The existence of cemeteries and burial sites, especially those that have cultural and historic significance, was directly relevant to the Council's consideration of the physical and environmental impacts of a project under Section 86-37(h)(3) of the St. James Parish Code of Ordinances. It is also a matter of deep concern to residents of the Fifth District, not least the council member of that District who should have been apprised of the situation.

Formosa also asserts that it was fully transparent and in full cooperation with state and federal agencies "charged with oversight of cultural resources and burial sites." However, Formosa only apprised state and federal agencies of the possible existence of the cemeteries in January 2019, which was after its second site investigation when it fenced off the Buena Vista Cemetery in the wrong location and searched in the wrong area for the Acadia Plantation. Formosa did not update the U.S. Army Corps of Engineers or the Louisiana Department of Environmental Quality once the errors were discovered and the consultants undertook a third site investigation in October

⁴ *Id.* pp. 13 and 18-33.

⁵ *Id.* at p. 34.

2019, which resulted in the discovery of “numerous intact burials and grave shafts indicat[ing] much of the cemetery remains intact.”⁶

2. It Is Most Likely People of African Descent Buried in the Cemeteries.

CEI conducted an extensive search of historical records relating to the properties where the cemeteries are located to help determine who might be buried there. Formosa’s consultants likewise consulted historic records and resources. Both sets of researchers noted that hundreds of enslaved people were forced to live and work on these plantations through several generations. Another consultant who conducted a survey for a proposed pipeline related to the Formosa facility noted that as of the beginning of the Civil War enslaved people formed a considerable majority of the population in St. James Parish.⁷

Formosa’s consultants were able to trace the burial of the Acadia and Buena Vista plantation owners to cemeteries in other parishes – because records of their burials were routinely kept and are now traceable.⁸ In contrast, people enslaved on plantations had no choice in where they were buried and their burials were not routinely recorded. The large number of people enslaved on the Buena Vista Plantation and the “absence of verifiable indications” led Formosa’s consultants to believe the cemetery “could have been a slave cemetery.”⁹

The cemeteries shown on the 1877 and 1878 maps, created little more than a decade after the Civil War, most likely contain the graves of people of African descent, who were either enslaved, recently freed, or even descendants of those enslaved there. The cemeteries may have continued in use beyond 1878, as the map provides a snapshot in time of conditions as they existed when the area was surveyed.

After RISE brought this issue to the Council’s attention, Formosa and its consultant have called their own report into question, suggesting in the face of so much historical evidence of so many enslaved people on the property – who could not opt to be buried elsewhere that – “white field hands and overseers could be buried there.”¹⁰

⁶ TerraXplorations, Inc., *Final Report: Archaeological Monitoring and Mechanical Stripping of the Acadia and Buena Vista Cemeteries, St. James Parish, Louisiana*, June 2019, p. 55, (Attachment D annexed to Letter from Center for Constitutional Rights to St. James Parish Council, December 23, 2019) available at <https://ccrjustice.org/sites/default/files/attach/2019/12/RISE%20St.%20James%20DEQ%20Comments%20Dec.%2018%20%20w%20attachments.pdf>.

⁷ See *Phase I Cultural Resources Survey and Archeological Inventory of the Proposed Boardwalk Louisiana Midstream, LLC, 56.2 KM (34.9 mi) Formosa Pipeline Project in Iberville, Ascension, and St. James Parishes*, R. Christopher Goodwin & Associates, Inc., June 2019, available at [link].

⁸ *Supra* n. 6 at p. 18.

⁹ *Supra* n. 6 at p. 55.

¹⁰ David Mitchell, *Graves on Formosa site belonged to slaves? Archaeologist says he isn't so sure now*, *The Advocate*, January 28, 2020, available at https://www.theadvocate.com/baton_rouge/news/communities/ascension/article_9904d2e2-41f2-11ea-87f6-77ddea180d6.html.

Members of RISE St. James have long known that there are burial sites of enslaved people along the Mississippi River given the history of enslavement on the plantations. Historically, it has been a challenge to locate the burial grounds of enslaved people before harm was done to such graves upon inadvertent discovery. Had it not been for the archaeologist at CEI working independently and going out of his way to alert the Division of Archaeology to the likely existence of these graves, more graves may have been destroyed and lost forever to history and to descendants.

All cemeteries are considered sacred and afforded significant protection and deference by the law. Burial grounds of people who were enslaved have an added profound social, cultural, and historical significance for descendant communities when they are finally discovered. The Parish Council must give these sites serious attention and take the fact of them into account in land use planning and decisions.

RISE St. James reiterates its request that the St. James Parish Council rescind its grant of Formosa's land use application to fully consider the impact of the proposed plastics project for these irreplaceable, historic sites.

Sincerely,



Pamela C. Spees
Senior Staff Attorney
Aya Saed
Astha Sharma Pokharel
Center for Constitutional Rights
(212) 614-6431
pspees@ccrjustice.org

William Quigley
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Loyola University College of Law
7214 St. Charles Avenue
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Fax (504) 861-5440
quigley77@gmail.com

cc: Pete Dufresne, St. James Parish President
Clyde Cooper, Council Member, Fifth District

Enclosures



St. James Parish Assessor

Glenn M. Waguespack

Assessor
P.O. Box 55
Convent, Louisiana 70723

Phone: (225) 562-2252
(225) 562-2250
Fax: (225) 562-2249

June 15, 2020

St. James Parish Council
Ms. Linda Hubbell
P.O. Box 176
Vacherie, LA 70090

Dear Ms. Hubbell:

We are requesting to schedule the Board of Review meeting to hear protest from taxpayers on their 2020 assessments for 6:00 p.m., Wednesday, September 16, 2020, in the Courthouse Annex Building in Vacherie, La.

Thanking you in advance for your time.

Sincerely yours,

GLENN M. WAGUESPACK, Assessor
Parish of St. James

GMW:jkm

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

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

**A RESOLUTION AFFIRMING THE APPOINTMENT OF JUDGE JUDE
GRAVOIS AND DANICE PITTMAN AS DISTRICT 6 REPRESENTATIVES
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 6 – Judge Jude Gravois, 21220 Judge Becnel Lane, Vacherie, LA 70090
District 6 – Danice Pittman 1580 Rose Lane, Gramercy, LA 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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION APPOINTING DANNY SHEPARD AS A DISTRICT 7
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, it is the wishes of the Parish Council that Danny Shepard be appointed as a District 7 representative to the Economic Development Board:

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that pursuant to Section 2 of said ordinance, Danny Shepard, 13302 Fern Street, Vacherie, LA 70090, is hereby appointed to the St. James Parish Economic Development Board as a representative from District 7, for a term expiring in June 2023.

And, the resolution was declared adopted on this, the 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION AMENDING THE TERM EXPIRATION DATE TO
JEREMY CATOIRE'S APPOINTMENT TO THE ST. JAMES PARISH
ECONOMIC DEVELOPMENT BOARD**

BE IT RESOLVED, by the St. James Parish Council, that the term expiration date to Jeremy Catoire's appointment to the St. James Parish Economic Development shall expire in June 2023.

And the resolution was declared adopted on this, the 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

A RESOLUTION APPOINTING KERRY BOURGEOIS AND SHANITRA JASMIN AS MEMBERS TO THE RIVER PARISHES TRANSIT AUTHORITY

WHEREAS, the regular session of the 1999 legislature did enact legislation creating the River Parish Transit Authority; and,

WHEREAS, there exists vacancies on the RIVER PARISHES TRANSIT AUTHORITY due to the expiration of the term of Mr. Robbie LeBlanc and Mrs. Ingrid Leblanc; and,

WHEREAS, it is the desire of the Parish Council to fill these vacancies.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Kerry Bourgeois, 2261 Bellevue Street, Paulina, LA 70763 and Shanitra Jasmin, 3265 Harrison Street, Vacherie, LA 70090 are hereby appointed to the River Parishes Transit Authority.

BE IT FURTHER RESOLVED that said appointments shall be effective immediately, with terms running concurrent with that of the Parish Council.

And, the resolution was declared adopted on this, the 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

The following ordinance which was previously introduced at a regular meeting held on June 10, 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 20-07
ST. JAMES PARISH COUNCIL

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

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

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

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

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

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

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

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

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

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

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

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

YEAS:
NAYS:
ABSTAIN:
ABSENT:

And, the ordinance was declared adopted on this, the 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

RESOLUTION 20-0
ST. JAMES PARISH COUNCIL

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE
JUNE 26, 2020 PAYROLL**

WHEREAS, the employee payroll is June 26, 2020 and said payroll is reflected in the payroll disbursement report presented to the Parish Council with this Resolution.

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

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve disbursement of the June 26, 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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

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

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

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

THEREFORE, BE IT RESOLVED, that the St. James Parish Council does hereby approve the disbursement of funds per the distribution report presented to the Parish Council reflecting the pending current invoices and other payables as of Thursday, June 25, 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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION AMENDING SECTION X OF THE ST. JAMES PARISH
GOVERNMENT EMPLOYEE HANDBOOK**

WHEREAS, the St. James Parish administration desires changes to Section X of the St. James Parish Government Employee Handbook with regard to the calculation and use of vacation time.

NOW THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Section X, Subsection H of the St. James Parish Government Employee Handbook is hereby amended and stated as follows:

H. Vacation

1. Vacation is available to Full Time and Grant Employees only.
2. Vacation leave is accrued as follows:

Length of Service	Amount Accrued	Max Rollover
Less than 3 years	8 hours per month	192 Hours
3 years but less than 10 years	10 hours per month	240 Hours
10 years and over	12 hours per month	288 Hours

3. New employees do not begin to accrue vacation leave until they have completed 3 months of continuous employment. Vacation will accrue in your fourth month of employment and available to take in your fifth month of continuous employment. Hours will be accrued based on the employee's years of service. Employees are encouraged, however, to use their full vacation allowance each year. Vacation over the max rollover allotment will be lost at the end of the calendar year. If a holiday falls within a vacation period, the employee will not be charged vacation for the day on which the holiday falls.
4. Vacation time is a privilege; and, should be treated as such. Employees should request vacation time in advance giving as much notice as possible when wanting time off. This will allow the approving party time to plan for employee absences and impacts to each department. Supervisors, Assistant Directors, Directors, and the Parish President reserve the right to deny any vacation requests as needed.
5. Grant Employees will receive a total of 120 hours of vacation time per year (or 10 hours per month) to take in the form of Paid Time Off. Grant employees are considered temporary employees paid through a grant. The vacation time will be designated as personal time to take for sick or vacation purposes. Grant employees do not receive the rollover benefit from year to year. Unused vacation will be lost.
6. Effective 05/01/2019, no employee may donate vacation to another employee.

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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION SCHEDULING A BOARD OF REVIEW FOR
SEPTEMBER 16, 2020**

BE IT RESOLVED, by the St. James Parish Council that said Council shall sit as a Board of Review at 6:00 P.M. on Wednesday, September 16, 2020, at the Courthouse Annex in Vacherie, Louisiana, to hear protest from taxpayers on their 2020 assessments.

And, the resolution was declared adopted on this, the 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 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 AMENDING THE CONTRACT FOR HIGH TIDE
CONSULTANTS, L.L.C.,**

WHEREAS, the original contract amount for High Tide Consultants, L.L.C was \$50,000.00 approved on April 29, 2020;

WHEREAS, an increase of \$100,000 for professional services to High Tide for task order #2 for an upgrade gas line infrastructure replacement to Bourbon Subdivision in the amount of \$39,500; Task order #4 Blind River boat launch in the amount of \$26,500.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Peter A. Dufresne, St. James Parish President and/or his designee, is hereby authorized to sign, execute and administer all documents between High Tide Consultants, L.L.C. and St. James Parish Government to increase the contract amount to \$150,000.

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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana this 25th day of June 2020.

Linda Hubbell
Secretary

(S E A L)



June 11, 2020

Mr. Rick Webre
St. James Parish
Director of Operations
5800 Highway 44, 2nd Floor
Convent, LA 70723

RE: **High Tide Consultants, LLC – Master Contract for Professional Services
TASK ORDER #2 Bourbon Subdivision Gas Line Infrastructure Replacement
Fee Estimate of Engineering Design**

Mr. Webre,

Please allow this letter to serve as our proposal to provide engineering design and consulting services for the replacement of the existing gas infrastructure servicing the Bourbon Subdivision in Paulina. These services will be provided in accordance with the terms of our Master Contract for Professional Services dated May 7, 2020.

The scope of work associated with this task is anticipated to include the installation of a new 4" gas main along LA Hwy 642 and the replacement of a portion of the Parish's gas infrastructure that services the Bourbon Subdivision. It is understood that the existing gas infrastructure being replaced consists of 1" and 2" diameter PVC pipe which is not adequate to convey the necessary pressure demand to service the residents in the subdivision. The new infrastructure included in this scope will consist of approximately 8,800 LF of new 4" gas line and approximately 10,900 LF of new 2" gas line installed by a combination of direct bury and directional bore in order to accommodate the existing conditions. The new gas lines installed will be specified as high-density polyethylene pipe (HDPE) pipe to provide service at the anticipated pressure and volume demand. This work will also provide new house service connections to all existing customers in the project area. Reference EX-1, EX-2, and EX-3 attached for anticipated layout.

The detailed scope of work, fee schedule, project schedule and assumptions are attached below for your reference.

Sincerely,
High Tide Consultants, LLC

A handwritten signature in black ink, appearing to read 'Scott Poirrier', is written over a light blue background.

Scott Poirrier, PE
Principal

700 CANAL BOULEVARD
THIBODAUX, LA 70301

P 985.859.8994

www.hightidela.com

Detailed Scope of Work:

A. Surveying Services (Subconsultant)

- Includes obtaining topographical survey data (utilities, drainage culverts, driveways, misc. above grade site features, etc.) along the road corridors where the new gas line infrastructure will be installed. More specifically the corridors are delineated as follows:
 - From the CN railroad R/W north along LA Hwy 642 to Humble street – approx. 50' corridor to the west of the centerline of LA 642 (per EX-1, EX-2, and EX-3)
 - From LA 642 centerline to parish gas fee station (Behind Fire station) – approx. 50' corridor (per EX-1)
 - Bourbon Subdivision – approx. 30' corridor from centerline of street on side where gas line will be installed (per EX-2)

B. Pre-Construction Services

- *Engineering / Design*
 - HTC will use survey data obtained in item A, field reconnaissance, and as-built information provided by parish to develop a detailed layout of the new infrastructure in accordance with the understood scope of work and agreed upon by parish and prepare engineered drawings and specifications in accordance with applicable codes.
- *Permitting*
 - HTC will prepare of permitting applications/requests, exhibits, etc., in close communication with the Parish, as necessary to facilitate the construction of infrastructure.
 - These agencies are anticipated to include LA Department of Transportation & Development, Pontchartrain Levee District & regional Pipeline companies,
- *Bidding / Procurement Assistance*
 - HTC will lead the efforts, with the assistance of the Parish, to advertise the project in accordance with the Louisiana Public Bid law, which includes attending the bid opening and reviewing / advising once bids are received.

**** Construction Administration services are not included in this scope of work. These efforts can be provided on an hourly basis as needed or as determined by the Parish in accordance with the following rates:**

Professional Engineer.....	\$150.00
Project Engineer	\$120.00
Resident Inspector	\$95.00
CADD Technician	\$80.00
Administrative Assistant	\$65.00

Reimbursables expenses per the HTC rate sheet in the Master Contract

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Project Assumptions:

The project assumptions below are believed to be reasonably accurate at the time this document was prepared based on the information available. These items are not to be deemed as statements of fact but only assumed parameters used in the preparation of the scope and fees associated with this project. Changes to these parameters during the course of the project may result in decreased or increased fees.

- Access will be allowed to public and private properties to provide services listed herein.
- Parish will provide any previous design drawings, subdivision plats, road maps, utility as-built information and customer gas service data related to this scope of work for use by HTC. Parish will submit LA ONE CALL for project area.
- Parish will provide any parish design criteria or standards to which this scope of work shall adhere to.
- Parish will execute any and all permit applications, checklists, approval letters, etc. required to obtain permits and approvals from governing bodies for the scope of work. Parish will also pay all review, permitting, and/or impact fees associated with the scope of work.
- Parish will review and approve all drawings, specifications, applications, letters, etc. pertaining to the scope of work prior to submittal to governing bodies or advertising for bids.
- Parish has provided infrastructure sizing based on current and anticipated volume and pressure usage. This scope does not include any flow or pressure modeling of the existing or proposed infrastructure system to ensure adequate capacities.
- Environmental permitting is not anticipated to be part of this scope and is not included.
- As-built drawings are excluded from this scope of work.
- Establishment of rights-of-way, property corners, monuments, property lines, etc. are not included.

Fee Schedule:

	Task	Fee
A.	Surveying Services	\$12,500
B.	Pre-Construction Services	\$27,000
	TOTAL	\$39,500

Project Schedule:

	Task	Duration	
A.	Surveying Services	20 days	From notice to proceed
B.	Pre-Construction Services		
	Engineering / Design	30 days	After completion of item A
	Permitting	60 days	After completion of Engineering/Design
	Bidding / Procurement Assistance	30 days	After completion of permitting
	TOTAL	140 days	From notice to proceed

Note: The schedule provided above is an estimate of the days anticipated to complete the scope. HTC will work diligently to meet or exceed the estimated schedule, however, the schedule does not account for any delays unforeseen or due to circumstances out of HTC's control, such as weather, agency reviews, change of scope, etc..

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 THIBODAUX, LA 70301

P 985.859.8994

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LEGEND

4" GAS MAIN
2" GAS MAIN

2" HDPE GAS LINE (TYP)

4" HDPE GAS MAIN (TYP)

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SCALE: 1" = 30'



HIGH TIDE CONSULTANTS LLC
700 CANAL BOULEVARD
THIBODAUX, LA 70301
www.hightideia.com

No.	Revision/Issue	Date

Client: **ST. JAMES PARISH**

Project: **TASK 2**
BOURBON SUBDIVISION GAS LINE INFRASTRUCTURE REPLACEMENT

Project NO: 20-123
Date: 6/8/2020
Sheet: **EX-2**



 HIGH TIDE CONSULTANTS LLC 700 CANAL BOULEVARD THIBODAUX, LA 70301 www.hightidela.com		No.	Revision/Issue	Date	Client: ST. JAMES PARISH	Project No. 20-123
					Project: TASK 2 BOURBON SUBDIVISION GAS LINE INFRASTRUCTURE REPLACEMENT	Date: 6/8/2020
						Sheet EX-3



June 11, 2020

Mr. Rick Webre
St. James Parish
Director of Operations
5800 Highway 44, 2nd Floor
Convent, LA 70723

RE: **High Tide Consultants – Master Contract for Professional Services
TASK ORDER #4 Blind River Boat Launch
Fee Estimate for Engineering Design**

Mr. Webre,

Please allow this letter to serve as our proposal to provide engineering design and consulting services for the boat launch dock and bulkhead improvements to the Blind River boat launch located on the north side of Airline Hwy. These services will be provided in accordance with the terms of our Master Contract for Professional Services dated May 7, 2020.

The scope of work associated with this task will include replacing the four (4) existing wooden docks and replacing them with a concrete deck, along with installation of a bulkhead between the two boat ramps. The project will include approximately 620 linear feet of bulkhead. The attached exhibit EX-1 provides a general layout of the scope of work for reference.

The detailed scope of work, fee schedule, project schedule and assumptions are attached below for your reference.

Sincerely,
High Tide Consultants, LLC

A handwritten signature in black ink, appearing to read "Scott Poirrier", is written over a light blue background.

Scott Poirrier, PE
Principal

700 CANAL BOULEVARD
THIBODAUX, LA 70301

P 985.859.8994

www.hightidela.com

Detailed Scope of Work:

A. Surveying Services (Subconsultant)

- Includes obtaining topographical survey data (elevations and cross-sections) on existing conditions at the boat ramps and docks within the project areas.

B. Geotechnical Services (Subconsultant)

- Includes obtaining soil borings (2) and laboratory tests on existing soil conditions in order to provide design parameters for the proposed bulkhead in the form of a professional report.

C. Pre-Construction Services

- *Engineering / Design*
 - HTC will use survey data obtained in item A, geotechnical data in item B, field reconnaissance, and any as-built information provided by parish to develop engineered drawings and specifications for described improvements, in accordance with applicable codes

**** Construction Administration services are not included in this scope of work. These efforts can be provided on an hourly basis as needed or as determined by the Parish in accordance with the following rates:**

Professional Engineer \$150.00
Project Engineer \$120.00
Resident Inspector \$95.00
CADD Technician \$80.00
Administrative Assistant \$65.00
Reimbursables per HTC rate sheet included in Master Contract

Project Assumptions:

The project assumptions below are believed to be reasonably accurate at the time this document was prepared based on the information available. These items are not to be deemed as statements of fact but only assumed parameters used in the preparation of the scope and fees associated with this project. Changes to these parameters during the course of the project may result in decreased or increased fees.

- Obtaining permits and/or approvals for the recommended improvements with appropriate governing bodies is not included.
- Project will not require soliciting of bids according to the LA Public Bid Law. Bidding / procurement assistance is not included.
- Construction administration services can be provided at the hourly rates provided herein.
- Access will be allowed to public and private properties to provide services listed herein.
- Parish will provide any previous design drawings, subdivision plats, road maps, and utility as-built information as it relates to this scope of work for use by HTC.
- Parish will provide any parish design criteria or standards to which this scope of work shall adhere to.
- Parish will review and approve all drawings and specifications pertaining to the scope of work prior to submittal to governing bodies or construction.
- Environmental permitting is not anticipated to be part of this scope and is not included.
- As-built drawings are excluded from this scope of work.
- Establishment of rights-of-way, property corners, monuments, property lines, etc. are not included.

700 CANAL BOULEVARD
THIBODAUX, LA 70301

P 985.859.8994

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Fee Schedule:

	Task	Fee
A.	Surveying Services	\$3,500
B.	Geotechnical Services	\$6,000
C.	Pre-Construction Services	\$17,000
	TOTAL	\$26,500

Project Schedule:

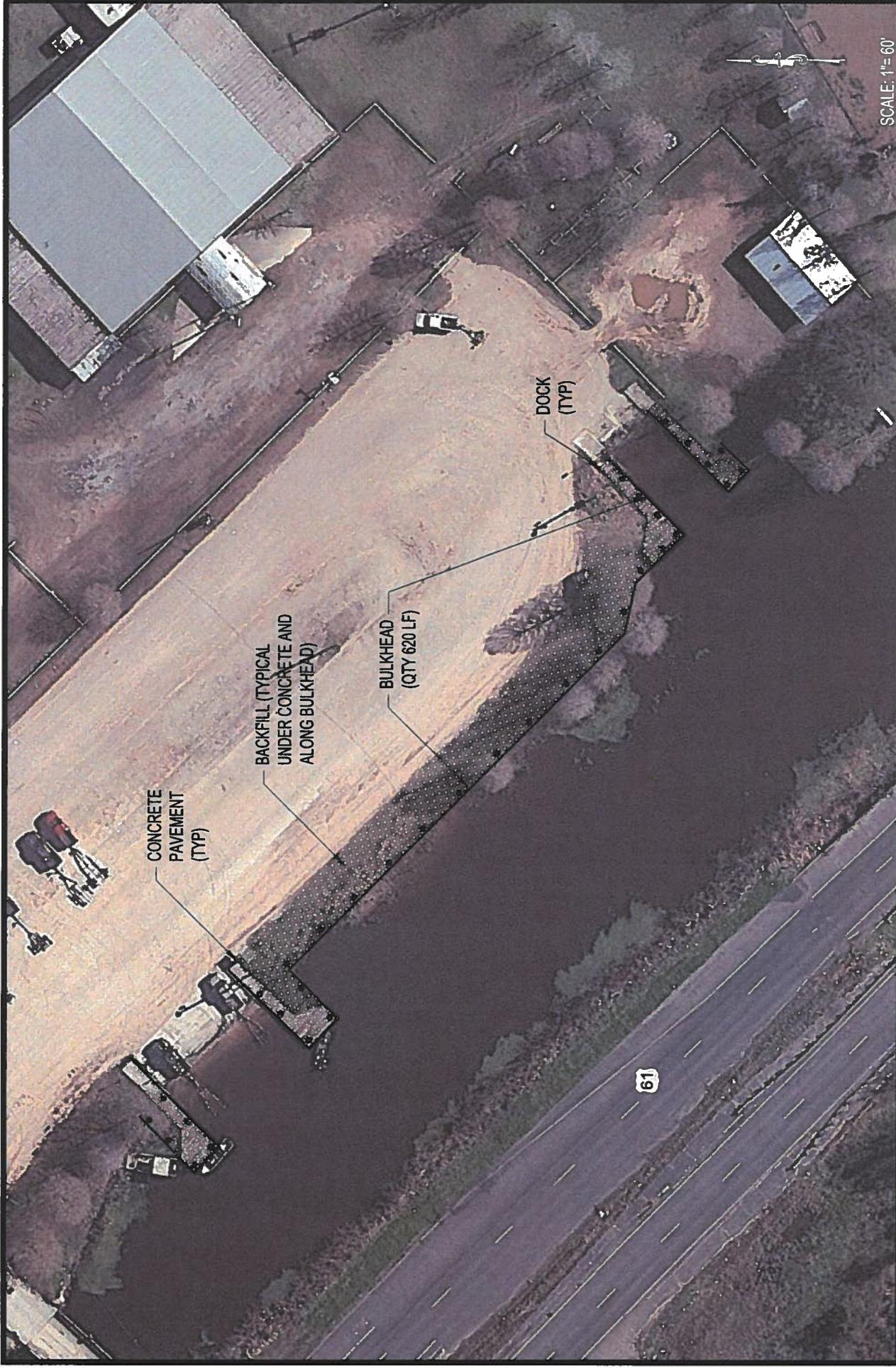
	Task	Duration	
A.	Surveying Services	20 days	From notice to proceed
B.	Geotechnical Services	30 days	From notice to proceed
C.	Pre-Construction Services		
	Engineering / Design	25 days	After completion of item B
	TOTAL	55 days	From notice to proceed

Note: The schedule provided above is an estimate of the days anticipated to complete the scope. HTC will work diligently to meet or exceed the estimated schedule, however, the schedule does not account for any delays unforeseen or due to circumstances out of HTC's control, such as weather, change of scope, etc.

700 CANAL BOULEVARD
THIBODAUX, LA 70301

P 985.859.8994

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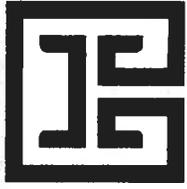
SCALE: 1"=60'

Project NO	20-123
Date	06/09/20
Sheet	EX-1

Client:	ST. JAMES PARISH
Project:	TASK 4 - BLIND RIVER BOAT LAUNCH

Revision/Issue	Date

HIGHTIDE
CONSULTANTS LLC
 700 CANAL BOULEVARD
 THIBODAUX, LA 70301
www.hightidela.com



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 COOPERATIVE ENDEAVOR AGREEMENT WITH PARKVIEW LAND COMPANY L.L.C. FOR THE USE OF IMMOVABLE PROPERTY AS A TEMPORARY VEGETATIVE DEBRIS AREA

WHEREAS, St. James Parish has a need for the use of immovable property to serve as a staging area for vegetative debris collection during catastrophic events and natural disasters;

WHEREAS, Parkview Land Company, L.L.C. owns property in St. James Parish that can accommodate the needs of the Parish during an event or disaster;

WHEREAS, St. James Parish Government has requested to use immovable property owned by Parkview Land Company, L.L.C. as a temporary vegetative debris staging site during an event or disaster;

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 a Cooperative Endeavor Agreement with Parkview Land Company, L.L.C. for the use of immovable property as a temporary vegetative debris staging site during an event or disaster.

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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. JAMES

COOPERATIVE ENDEAVOR AGREEMENT

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared the following:

THE PARISH OF ST. JAMES, a political subdivision of the State of Louisiana, and represented herein by Peter A. Dufresne, Parish President, and duly authorized to act on behalf of the Parish of St. James (sometimes referred to herein as “Parish” or “St. James Parish”) by a resolution adopted by the St. James Parish Council; and

PARKVIEW LAND COMPANY, L.L.C., (sometimes hereinafter referred to as “PARKVIEW”) a limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the Parish of St. James, herein represented by Ricky Roussel, its Managing Member;

1. PURPOSE

The purpose of this Agreement is to establish a Cooperative Endeavor Agreement (“CEA”) between the Parish of St. James and Parkview Land Company, L.L.C. for the purposes of allowing the Parish of St. James to use immovable property owned by Parkview as a temporary vegetative debris staging site during an event or disaster which necessitates the need for same. 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 purposes stated herein.

2. OBLIGATIONS

A) St. James Parish will:

- a. Be allowed to use immovable property (two tracts) owned by Parkview Land Company, L.L.C. as a temporary vegetative debris staging site during an event or natural disaster which necessitates the need for such a site.

(Said sites located in Paulina, Louisiana and Convent, Louisiana; the boundaries and locations of said tracts as further evidenced by the aerial maps attached hereto as “Exhibit A *in globo.*”)

B) Parkview shall provide the use of the immovable properties described above (within “Exhibit A *in globo*”) at no costs to St. James Parish.

3. TERMINATION FOR CONVENIENCE.

This Agreement shall may be terminated at any time by either party upon giving thirty (30) days prior written notice of termination to the other party.

4. INDEMNIFICATION AND INSURANCE

The Parish of St. James agrees to hold harmless, save, indemnify, release and discharge Parkview and all of its members, directors, officers, employees, agents, representatives, assignees and successors in interest, as well as any and all other persons or entities that assist in the deliver and removal of the items identified hereinabove as well as any and all other persons or entities that might have any liability whatsoever to the undersigned (collectively, the “Released Parties”), 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 events involving the Parish of St. James, its agents, or assigns to the fullest extent permitted by law. This agreement is intended to hold harmless, save, indemnify, release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims, attorneys fees, costs and liabilities arising from or related to the Parish of St. James’ activities and the events on Parkview’s property.

5. NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

ST. JAMES PARISH:	President Peter A. Dufresne P O Box 106 5800 Hwy. 44 Convent, LA 70723
-------------------	---

PARKVIEW LAND COMPANY, L.L.C.	Ricky Roussel _____ _____
-------------------------------	---------------------------------

6. JURISDICTION AND SECURITY

The parties, by signing this agreement, yield to the jurisdiction of the Twenty-Third Judicial District Court (23rd) and formally waives any pleas of lack of jurisdiction in the event of suit under this agreement.

7. SEVERABILITY

If any provision of this agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Parish and Parkview and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by all Parties, and their respective representatives.

THUS DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

WITNESSES:

PARISH OF ST. JAMES

BY: _____

Peter A. Dufresne, Parish President

Print Name

DATE: _____

Print Name

THUS DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

WITNESSES:

PARKVIEW LAND COMPANY, L.L.C.

BY: _____

Print Name

DATE: _____

Print Name

Romeville



02/09/2018

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

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

A RESOLUTION AMENDING CONTRACT WITH TRIO COMMUNITY MEALS PREVIOUSLY KNOWN AS ELIOR NORTH AMERICA'S CORP. D/B/A BATEMAN COMMUNITY LIVING FOR FOOD SERVICES TO SENIOR CONGREGATE AND HOMEBOUND MEAL NUTRITION PROGRAM

WHEREAS, the St. James Parish Government did enter into contract with TRIO Community meals, previously known as Elier North America's Corp. D/B/A Bateman Community Living for the food services to the four meal sites; and,

WHEREAS, the amended contract with TRIO Community meals, previously known as Elier North America's Corp. D/B/A Bateman Community Living will be up for renewal on July 1, 2020, and:

WHEREAS, TRIO Community meals, previously known as Elier North America's Corp. D/B/A Bateman Community Living is in agreement that the cost of the services will be amended: contract amount of:

350+	Renegotiate
340-349 Meals average per day	\$3.47 per meal
330-339 Meals average per day	\$3.53 per meal
320-329 Meals average per day	\$3.56 per meal
310-319 Meals average per day	\$3.58 per meal
300-309 Meals average per day	\$3.61 per meal
290-299 Meals average per day	\$3.68 per meal
280-289 Meals average per day	\$3.75 per meal
270-279 Meals average per day	\$3.81 per meal
260-269 Meals average per day	\$3.88 per meal
259 & Below	Renegotiate

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, upon recommendation of the Parish President's office, that the Parish enter into contract with TRIO Community meals, previously known as Elier North America's Corp. D/B/A Bateman Community Living, of Lafayette, La, for the east and west bank Nutrition Programs be accepted.

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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary



**FOOD SERVICE AGREEMENT
BETWEEN**

**ST. JAMES PARISH GOVERNMENT
DEPARTMENT OF HUMAN RESOURCES
AREA AGENCY ON AGING
AND
BATEMAN COMMUNITY LIVING, LLC**

This agreement is made and entered into this 1st day of July 2019 by and between St. James Parish Government-Department of Human Resources – Area Agency on Aging, hereinafter called “**CONTRACTOR**” and Bateman Community Living, LLC., a corporation formed and existing under the laws of the State Delaware (“Bateman”), hereinafter called the “**CONTRACTEE**”.

The parties agree and obligate themselves and successors and assign as follows:

The **CONTRACTEE** assures that it is an independent contractor, and not an employee of the **CONTRACTOR**. The **CONTRACTOR** thereby grants to the **CONTRACTEE** the exclusive right to operate as an independent contractor during the terms of this Agreement.

The term of this Agreement shall be 12 months commencing on the 1st DAY OF JULY 2019 and continuing through the 30th DAY OF JUNE 2020 with the option to renew annually until June 2023. The **CONTRACTOR** may terminate this Agreement by giving 30 days written notice to the **CONTRACTEE** of its intention to terminate this Agreement at the end of such 30 days. This Agreement may be canceled by the **CONTRACTEE** upon giving one-hundred twenty (120) days written notice to the **CONTRACTOR** prior to the termination date. Any notice that either party may desire to give the other will be given by registered mail addressed, in the case of the **CONTRACTEE**, to **BATEMAN COMMUNITY LIVING, LLC, 101 PINE PARK DRIVE, LAFAYETTE, LOUISIANA 70508**, and in the case of the **CONTRACTOR** to **ST. JAMES**

**PARISH GOVERNMENT-DEPARTMENT OF HUMAN RESOURCES-AREA
AGENCY ON AGING, P.O. BOX 87, CONVENT, LA 70723.**

OPERATIVE PROVISIONS

1.

The **CONTRACTEE** shall maintain the food preparation facilities in a sanitary condition at all times; employ and train food service employees; employ reasonable food cost control methods; furnish supervisory personnel in setting up and maintaining the operation in accordance with applicable law; do all the buying and record keeping, including payrolls; and ensure that said preparation facilities are maintained appropriately and in accordance with applicable law. The **CONTRACTEE** shall provide a full-time manager and qualified production supervisor. The manager or production supervisor must be present during meal preparation.

2.

The **CONTRACTEE** will be responsible for employing a registered dietitian, licensed by the State of Louisiana as mandated by the Governor's Office of Elderly Affairs, to provide menus and nutritional analysis in accordance with established dietary guidelines.

3.

The **CONTRACTEE**, as requested by the **CONTRACTOR**, agrees to provide and serve meals for special events, and, such as, but not limited to Annual Meetings, Annual Senior Picnic and Health Fairs, Lenten Season, and any other special request. These meals are to be provided at the same rate as regular meals.

4.

In preparation for natural disaster, the **CONTRACTEE**, agrees to have in stock at all times a shelf stable meal, approved by the **CONTRACTOR**, equal to one day's average number of meals served, to be used in the event of a disaster. The **CONTRACTOR** shall provide distribution dates for these meals. The **CONTRACTOR** shall require two (2) such meals per participant per year. These two (2) emergency meals shall be reimbursed at the same rate as regular hot meals. Additional shelf-stable meals beyond two (2) meals per year shall be negotiated if required.

5.

The **CONTRACTEE** shall be responsible for all costs of food preparation, operation of the food preparation facilities and the handling of meals therein, unless otherwise noted, and the delivery of meals to designated sites. Unless otherwise noted, the **CONTRACTEE** in its own name shall purchase all food and other supplies; **CONTRACTEE** at its own expense shall employ all managers, dietitians, and other personnel required by it to provide its services hereunder.

The **CONTRACTEE** shall carry Workmen's Compensation Insurance covering all its employees who may be employed for any purpose connected with the operation of said facilities and shall file proof of such coverage with the **CONTRACTOR**. The **CONTRACTEE** will keep complete and accurate procurement records related to sales covered by the Agreement for a minimum of three (3) years after the end of the federal year to which it pertains.

6.

The **CONTRACTOR** reserves the right of observation and inspection of the food preparation and service facilities, and, the service of meals prepared therein, and; the operation by the **CONTRACTEE** with respect to the serving hours and generally with the respect to safety, sanitation and the maintenance of said facilities, and equipment all of which shall be maintained at a level reasonable satisfactory to the **CONTRACTOR**, and, in accordance with the standards prescribed by the State of Louisiana. The **CONTRACTOR** reserved the right to make, from time to time, reasonable regulations with regard to all such matters and the **CONTRACTEE** agrees to

comply with such regulations. The **CONTRACTOR** agrees to direct all communication through the **CONTRACTEE'S** designated representative.

7.

Upon request of the **CONTRACTOR**, the **CONTRACTEE** shall furnish to the **CONTRACTOR** copies of any and all records solely and directly related to the **CONTRACTEE'S** activities hereunder; said records to include, but not limited to, inventory control records, production schedules, bookkeeping logs, invoices, etc.

8.

The **CONTRACTEE** shall provide a performance bond equal in the following amount: estimated # of meals served per day x 65 days x \$3.00 = performance bond amount. The bond will be provided to the **CONTRACTOR** within fifteen (15) days after the Agreement award. It is estimated that approximately 300 hot meals will be served per day.

9.

The **CONTRACTEE** shall purchase and provide evidence, thereof, sufficient insurance to include liability, property, food preparation, worker's compensation as required to protect the interest of all parties of this Agreement. Minimum insurance coverage to be carried by the **CONTRACTEE** shall not be less than:

Workmen's Compensation	\$1,000,000 Employee's Liability
Commercial (including products)	\$1,000,000 Combined single limit
Automobile Liability	\$1,000,000 Combined single limit

The **CONTRACTOR** shall be named as an additional insured in the Comprehensive and Automotive Liability Insurance Policy. The **CONTRACTEE** shall cause certificates of insurance to remain current and be delivered to the **CONTRACTOR**.

10.

The **CONTRACTEE** shall comply with all laws, ordinances, regulations, orders, and directives of any federal, state, parish or city government, bureau or department applicable to food preparation and service facilities, and to the service of meals therein.

11.

The **CONTRACTOR** shall indemnify, defend, and hold the **CONTRACTEE** and its employee harmless from any and all losses, damage, charges, claims, suits, taxes, and demands of any kind and nature whatsoever by any party, including payment of reasonable attorney's fees, which arose or attached prior to the assumption of the contractual obligation hereof by the **CONTRACTEE** or may arise or attach from the activities of the **CONTRACTOR**.

12.

The **CONTRACTEE** is liable for, and shall indemnify, defend, and hold the **CONTRACTOR** harmless from and against all claims, demands and causes of action of any kind or any liability whatsoever to the extent caused by the negligent acts or omissions of the **CONTRACTEE** or by a Subcontractor of **CONTRACTEE**, their employees, agents or representatives, provided, however, that nothing contained herein shall require the **CONTRACTEE** to indemnify, defend, and hold harmless **CONTRACTOR** for claims that arise a result of the acts or omissions or negligence of the **CONTRACTOR**, its agents or employees.

13.

It is understood and agreed by the parties hereto that any changes in the existing policies and practices of the **CONTRACTOR**, which will result in an increased cost to the **CONTRACTEE**, will necessitate a concurrent and commensurate increased charge by the **CONTRACTEE** to the **CONTRACTOR**. Such increased charge will be accomplished in a manner mutually agreeable to

the parties hereto, which, and/such agreement shall be reduced to writing and signed by both **CONTRACTOR** and **CONTRACTEE** representatives.

14.

It is understood that the **CONTRACTEE** at considerable expense has trained the management level employees of the **CONTRACTEE** who will supervise the operation. The **CONTRACTOR**, therefore, agrees not to hire directly or indirectly, or offer employment to or allow any other entity or concern over which it has any control to hire or offer employment to any such management employee of the **CONTRACTEE** for the purpose of any food service operation during the continuance of this Agreement and for one (1) year thereafter. This provision also applies to the **CONTRACTOR** management staff. For any breach of this provision of Agreement the **CONTRACTEE** may recover from the **CONTRACTOR** and the **CONTRACTEE** as liquidated damages and not as a penalty, an amount equal to three (3) times the annual salary of any such employee hired by Client. In addition to the **CONTRACTEE** invoking the preceding sentence of this provision, or collecting liquidated damages, the **CONTRACTEE** shall also be entitled to recover all legal expenses, including reasonable attorney's fees.

15.

In the event of a breach of this agreement by the **CONTRACTEE**, the **CONTRACTOR** shall notify the **CONTRACTEE** in writing of such default and may demand the same be remedied within thirty (30) days from the delivery of such notice and in the event the **CONTRACTEE** shall fail to relieve the default or take appropriate steps leading thereto within said thirty (30) days, the **CONTRACTOR** shall thereupon have the right to cancel this Agreement without further notice.

16.

This Agreement may not be assigned in whole or part without the consent in writing of the **CONTRACTOR**. The **CONTRACTEE** shall not have the right to sublet or underlet any portion of said food service facilities, kitchens or auxiliary service rooms. Notwithstanding the foregoing, **CONTRACTEE** shall have the right, without the prior written consent of the **CONTRACTOR**, to assign or transfer this Agreement to a parent, affiliate or subsidiary of **CONTRACTEE**.

17.

The method of operation is as follows:

1. The **CONTRACTOR** shall be responsible to provide sites and furniture suitable for serving the participants. Sites will have necessary electrical outlets for the meal containers. The **CONTRACTOR** or its designee will maintain the sites.
2. The **CONTRACTOR** shall be responsible for the facility personnel and their compliance with local, state, and federal health laws. The **CONTRACTEE** shall provide all required transporting vehicles, transport equipment, serving utensils, and disposable supplies. The **CONTRACTEE** shall be responsible for the preparation and delivery of meals to the specified sites. The **CONTRACTOR** shall be responsible for providing the plate.
3. All meal plans (menu cycle) shall be prepared by the **CONTRACTEE** and shall meet or exceed the one-third (1/3) daily recommended allowance for males and individuals 50 years old and over. Each menu cycle, with complete analysis, will be submitted to the **CONTRACTOR** sixty (60) days prior to implementation for review and approval.
4. An alternate meal service plan shall be developed by the **CONTRACTOR** in conjunction with the **CONTRACTEE**. The **CONTRACTOR** shall make available to the **CONTRACTEE** the name of an acceptable vendor in the vicinity of each site location. The **CONTRACTEE** shall then make appropriate arrangements with each vendor to purchase meals on a timely basis in the event of need. The

CONTRACTOR shall control this procedure. When entrée items are not delivered and are not replaced by site personnel, the entire meal price will be deducted from the food bill.

5. Meals not delivered within 30 minutes after the time on the route delivery schedule are considered late. In such cases the following procedures, at the sole discretion of the **CONTRACTOR**, will be followed:
 - A. The **CONTRACTOR** has the right to refuse all meals. In this event the site manager will be instructed to use the alternate vendor. The **CONTRACTEE** will be responsible for all alternative vendor bills.
 - B. The **CONTRACTOR** can elect to accept the late meals and deduct 50% of the cost of these meals from the food bill. In addition, the **CONTRACTEE** will be responsible for all cost incurred by the site due to the lateness of meal (staff salaries, transportation cost, etc).
 - C. Late arrival penalty may be waived when a legitimate cause beyond control of the **CONTRACTEE** (weather, emergency road closures, power failure) is presented to the **CONTRACTOR**. Acceptance of the cause as legitimate is at the sole discretion of the **CONTRACTOR**.
6. Should the Governor of the State of Louisiana or the parish government close a Building which houses a **CONTRACTOR'S** serving site(s), the **CONTRACTOR** shall notify the **CONTRACTEE** of the closing of such site(s) one (1) working day in advance of such closing. If one (1) working day is not provided to the **CONTRACTEE**, the **CONTRACTOR** will pay for the normal number of meals served at such closed site(s), or accept a menu revision that will allow for the **CONTRACTEE** to utilize food products that were purchased for the closed day. In the event of natural disaster, rain, flood, fire, etc., at one or more of the sites, the **CONTRACTOR** will be held harmless. The **CONTRACTEE** shall deliver meals during a disaster as long as public roads to site(s) remain open unless otherwise directed by the **CONTRACTOR**.
7. Should the **CONTRACTOR** desire to close a serving site(s), the **CONTRACTOR** shall notify the **CONTRACTEE** of the closing of such site(s) three (3) working days in advance of such a closing. If three (3) working days notice is not provided to the **CONTRACTEE**, the **CONTRACTOR** will pay for the normal number of meals served at such closed site (s) or accept a menu revision that will allow the **CONTRACTEE** to utilize food products that were purchased for the closed day.
8. On those occasions when the **CONTRACTOR** requests a box lunch, breakfast meals or a sandwich meal, the **CONTRACTOR** shall give the **CONTRACTEE** written notice five (5) days in advance of the date such service is requested.
9. The **CONTRACTEE** agrees to comply with the requirements of the Older American's Act; Office of Management a Budget Circular A-102, A-110, A-122, A-128, A-133, Federal Procurement Circular 74-4; Governor's Office of Elderly Affairs Policy manual, sub-chapter B, section 1143, sub-chapter D, section 1201, and sub-chapter E, section 1223. The **CONTRACTEE** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin or handicapping condition. The **CONTRACTEE** will take affirmative action to ensure that, to the extent possible, eligible persons, as defined in Section 1 hereof, are employed, and that employees are treated without discrimination because of their race, color, religion, sex, age, national origin or handicapping condition.

- A. The **CONTRACTEE** will prepare and deliver meals to designated meal sites for the **CONTRACTOR** to distribute and/or serve. Meals will be dispensed five (5) days a week, for the term of this agreement, less designated holidays.
- B. In consideration for meal services provided to the site, the **CONTRACTEE** shall invoice the **CONTRACTOR** based on the number of meals per day. The rate charged per meal ordered will be as set forth in Section 21 below.
- C. The billing will be on a monthly basis. The **CONTRACTEE** will tabulate meals delivered on a weekly basis for invoicing. Invoices will show actual numbers of meals ordered, multiplied by the applicable rates, less any credits due.
- D. The **CONTRACTOR** will pay the **CONTRACTEE** within thirty (30) days of the invoice submitted monthly.
- E. In the event the USDA commodities are made available to the **CONTRACTOR** the **CONTRACTEE** shall meet all applicable federal and state regulations pertaining to its use, and this Agreement shall be amended to insure the proper use of USDA commodities. The **CONTRACTEE** must establish procedures for any USDA or other government surplus food made available and must assure appropriate and cost-effective arrangements for the transportation, storage and use of the food.
- F. For the purpose of establishing a ready reference to the financial obligation, the following schedule is provided:

To be furnished and paid by the CONTRACTOR:

- Janitorial/cleaning supplies at serving sites
- Equipment repair/maintenance at serving sites
- Pest control at serving sites
- Tables and chairs at serving sites
- Real and personal property use Tax at serving sites
- Fire and hazard insurance on serving sites
- Telephone, long distance at serving sites

To be furnished and paid by the CONTRACTEE:

- Performance bond equal to 300 meals served daily x 65 days x \$3.00 for contract period.
- Prepared /ready to serve HOT meals
- Delivery of meals to designated serving sites
- Qualified production kitchen manager
- Qualified LDN/dietitian services
- Food purchase/storage
- Labor at production kitchen
- Employee hospitalization insurance
- Social Security taxes, Unemployment taxes, Workmen's Compensation Insurance
- Insurance on Contractee's employees
- Paper products, trash liners, plastic gloves, stainless steel utensils, disposable products for serving sites
- Janitorial/cleaning supplies at production kitchen
- Trash/garbage disposal at production kitchen
- Office supplies for use by Contractee
- Uniforms for Contractee's use
- Laundry for Contractee's uniforms

- Vehicle maintenance/repair for Contractee's vehicles
- Rent for production kitchen
- Production facility management salaries
- Management benefits
- Facilities-production kitchen
- Equipment replacement in production kitchen
- Delivery vehicles
- Transporting equipment/maintenance at serving sites
- Office equipment at production kitchen
- Certificates of Insurance
- Invoices/statement
- Menu planning by a Professional dietitian
- Test kitchen and standardized recipes
- Fire and hazard insurance on Production kitchen
- Food products liability insurance
- Public liability insurance
- Automobile liability for Contractee's vehicles
- Ad Volorem taxes
- Real Estate tax at production kitchen
- All required license
- Accounting expense

19.

If funding for the **CONTRACTOR** is not provided, this Agreement shall automatically be terminated. In the event funding is reduced, the terms of this Agreement shall be renegotiated to the mutual satisfaction of both parties, or this Agreement shall be terminated immediately. The **CONTRACTOR** will pay the **CONTRACTEE** for all services performed under this agreement prior to any notification by the **CONTRACTOR** of cancellation of this agreement due to lack of funding.

Should funds not be appropriate to support continuation of this Agreement in subsequent years, this Agreement shall be terminated. When this Agreement is terminated under these conditions, no additional funds shall be paid to the **CONTRACTEE** as a result of such action (LA RR Title 39, Sect 1615).

20.

The **CONTRACTEE** may be required to provide the same meals and service to additional sites in the same and other parishes as the program is expanded by the Governor's Office of Elderly Affairs and at the request of local project grantees. Further, the **CONTRACTEE** may be required to change delivery for sites for meals from one site or parish to another as directed by the **CONTRACTOR**. It is understood that any such expansion of services or service area shall be governed by the rate schedule contained herein.

21.

In consideration for meal services provided to the sites, the **CONTRACTEE** shall make a charge to the **CONTRACTOR** based on the average number of meals per day. The average number of meals per day will be calculated by taking the total meals per month and dividing it by the total number of serving days in the month. The rate for hot bulks meals for this Agreement period is as follows:

340+	Meals average per day	\$3.37 per meal
330-339	Meals average per day	\$3.42 per meal
320-329	Meals average per day	\$3.45 per meal
310-319	Meals average per day	\$3.47 per meal
300-309	Meals average per day	\$3.50 per meal
290-299	Meals average per day	\$3.57 per meal

280-289 Meals average per day	\$3.64 per meal
270-279 Meals average per day	\$3.70 per meal
260-269 Meals average per day	\$3.76 per meal
Shelf Stable Bulk	\$4.30 per meal
Boxing for Shelf Stables	\$0.92 per meal

Should the **CONTRACTEE** require an increase in the rate per meal for subsequent Agreement years, the **CONTRACTEE** must submit to the **CONTRACTOR** annually on March 1 for subsequent years of the Agreement. Request for an adjustment must be accompanied by written justification to support the basis for the request. Increases in the U.S. Producer Price Index for Food Away From Home cannot exceed 4% or whichever is less, as reported in December immediately preceding the March 1 deadline, or the most recent data available, will be used to evaluate requests for an increase in the price per meal. GOEA must approve the increase.

22.

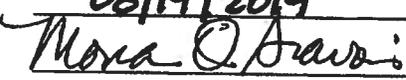
The **CONTRACTOR** and the **CONTRACTEE** agree to all terms and consideration set for the in the **CONTRACTOR'S** Solicitation for Proposals issued February 12, 2019 as otherwise amended by the **CONTRACTEE'S** bid proposal invitation as received and approved by St. James Parish Council on April 8, 2019. Any breach of these terms and conditions shall be remedied in accordance with Section 15 herein.

IN TESTIMONY WHEREOF, THE PARTIES HERETO HAVE CAUED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS:

ST. JAMES PARISH COUNCIL-DEPARTMENT OF HUMAN RESOURCES-AREA AGENCY ON AGING

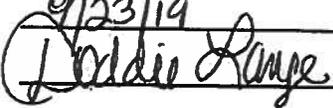
BY: 
Timmy P. Housel – Parish President

DATE: 08/19/2019

ATTEST: 

BATEMAN COMMUNITY LIVING, LLC.,
BY: 
Magi Bretler, Regional Vice President

DATE: 9/23/19

ATTEST: 

AMENDMENT #1 TO THE FOOD SERVICE PARTNERSHIP AGREEMENT

This Amendment is made and entered into by and between **St. James Parish Government – Department of Human Resources - Area Agency on Aging (“Client”)**, and **Bateman Community Living, LLC dba TRIO Community Meals (“Company”)** (collectively “the Parties”).

WHEREAS, Client and Company have entered into a certain Food Partnership Agreement (the “Contract”), effective July 1, 2019;

WHEREAS, Company, formerly Bateman Community Living, LLC, is now known as Bateman Community Living, LLC dba TRIO Community Meals;

WHEREAS, Client and Company have agreed to extend the partnership; and

WHEREAS, the parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree as follows:

1. This Agreement shall be extended for an additional year beginning July 1, 2020.
2. **Price.** As a response to minimum wage and paper supply price increases, Company shall charge and Client shall pay:

Number of Meals	Rate per Meal
350 & Up	Renegotiate
340 – 349	\$3.47
330 – 339	\$3.53
320 – 329	\$3.56
310 – 319	\$3.58
300 – 309	\$3.61
290 – 299	\$3.68
280 – 289	\$3.75
270 – 279	\$3.81
260 – 269	\$3.88
259 & Below	Renegotiate
Shelf Stable Bulk	\$4.43
Shelf Stable Boxed	\$5.38

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Amendment is effective as of July 1, 2020. All other terms and conditions of the original Contract (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Contract.

**BATEMAN COMMUNITY LIVING, LLC -
dba TRIO COMMUNITY MEALS**

**ST. JAMES PARISH COUNCIL –
DEPT OF HUMAN RESOURCES – AAA**

Signature: _____

Signature: _____

Name: John Kirk

Name: _____

Title: Managing Director

Title: _____

Date: _____

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 ST. JAMES PARISH PRESIDENT PETER A. DUFRESNE TO SIGN A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NEW HOPE INTERNATIONAL COMMUNITY CENTER TO PROVIDE THE USE OF THE BUILDING TO HOLD THE "KEEP MOVING FOR LIFE" SENIOR EXERCISE PROGRAM FOR ST. JAMES PARISH ELDERLY SERVICES PROGRAM

WHEREAS, the St. James Parish Elderly Services Program wishes to enter into agreement with the New Hope International Community Center. The agreement is for the use of the New Hope International Community Center building to offer exercise classes to residents of St. James Parish who are registered at one of the four senior centers.

WHEREAS, this would allow seniors with barriers to participate in the Wellness Program offered by St. James Parish Government, Department of Human Resources, Elderly Services Program; and,

WHEREAS, the terms of this agreement would be the use of the building free of charge on Tuesdays and Thursdays for one (1) hour (9am to 10am) for 12 months beginning on July 1, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne is hereby authorized to sign a Cooperative Endeavor Agreement with the New Hope International Community Center to provide the use of a building for exercise classes to the residents of St. James Parish who are registered at one of the four senior centers.

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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. JAMES

COOPERATIVE ENDEAVOR AGREEMENT

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared the following:

THE PARISH OF ST. JAMES, a political subdivision of the State of Louisiana, and represented herein by Peter A. Dufresne, Parish President, and duly authorized to act on behalf of the Parish of St. James (sometimes referred to herein as “Parish” or “St. James Parish”) by a resolution adopted by the St. James Parish Council; and

NEW HOPE INTERNATIONAL FAMILY WORKSHOP CENTER., (sometimes herein after referred to as (“New Hope”) a non-profit, organized and existing under the laws of the State of Louisiana, domiciled at 21490, Hwy 20, Suite B, Vacherie, LA 70090, in the Parish of St. James, herein represented by Dr. Claudette Aubert, its Executive Director, duly authorized to act on behalf of New Hope by a Resolution adopted by its Board;

1. PURPOSE

The purpose of this Agreement is to establish a Cooperative Endeavor Agreement (“CEA”) between the Parish of St. James and New Hope for the purposes of providing a building to provide a “Keep Moving for Life” Senior Exercise Program for St. James Parish residents aged 60 and over. The use of said building would be at no charge to the Parish.

2. OBLIGATIONS

A) St. James Parish will provide the services as follows:

- a. The St. James Parish Government Department of Human Resources Elderly Program will administer the Title III Wellness grant funds and conduct monitoring to ensure compliance with federal regulations. St. James Parish Government Department of Human Resources will have final authority and responsibility for the performance of all grant guidelines, outcomes and measures. Listed below are some of the primary responsibilities of St. James Parish Government Department of Human Resources with relations to this agreement:

- **Adhere to Title III guidelines**
- **Keep current assessments on clients**
- **Track units of service**

- b. Evidence of its designation as a non-profit status.

B) New Hope shall provide the following under this agreement:

- a. Venue (New Hope Community Center) for aerobic exercise classes. Listed below are some of the projected responsibilities:

- **Assure that building is available on Tuesdays and Thursdays from 9am to 10am.**
- **Assure that the building is safe and secure.**

3. TERM

The term of this Agreement shall be from July 1, 2019 through June 30, 2020 and shall renew for successive one (1) year periods unless terminated by either party in accordance with section 3

4. TERMINATION FOR CONVENIENCE

This Agreement may be terminated at any time by either party upon giving sixty (60) days prior written notice of termination to the other party.

5. INDEMNIFICATION AND INSURANCE

The Parish and their agents and employees shall will be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whosoever caused, to the person or property of anyone arising out of or resulting from this agreement. The Parish agrees to hold harmless, save, indemnify, release and discharge New Hope band all of its members, directors, officers, employees, agents, representatives, assignees and successors in interest, as well as any and all other persons or entities that assist in the deliver and removal of the items identified hereinabove as well as any and all other persons or entities that might have any liability whatsoever to the undersigned (collectively, the "Released Parties"), 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 events involving the Parish to the fullest extent permitted by law. This agreement is intended to hold harmless, save, indemnify, release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims, attorneys fees, costs and liabilities arising from or related to the Parish and the events on the New Hope grounds.

6. NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

ST. JAMES PARISH:	President Peter A. Dufresne P O Box 106 5800 Hwy. 44 Convent, LA 70723
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NEW HOPE INTERNATIONAL COMMUNITY CENTER	Dr. Claudette Aubert P.O. Box 1002 2140 Hwy 20, Suite B Vacherie, LA 70090
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7. JURISDICTION AND SECURITY

The parties, by signing this agreement, yield to the jurisdiction of the Twenty-Third Judicial District Court (23rd) and formally waives any pleas of lack of jurisdiction in the event of suit under this agreement.

8. SEVERABILITY

If any provision of this agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

9. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Parish and New Hope and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by all Parties, and their respective representatives.

THUS, DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

WITNESSES:

PARISH OF ST. JAMES

BY: _____

Peter A. Dufresne, Parish President

Print Name

DATE: _____

Print Name

THUS, DONE AND SIGNED in multiple originals in the presence of the undersigned competent witnesses:

WITNESSES:

NEW HOPE INTERNATIONAL COMMUNITY CENTER

BY: _____

Dr. Claudette Aubert, Executive Director

Print Name

DATE: _____

Print Name

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 PRESIDENT PETER A. DUFRESNE TO SIGN AN AGREEMENT WITH JULIE GUIDRY TO PROVIDE THE "KEEP MOVING FOR LIFE" SENIOR EXERCISE PROGRAM FOR ST. JAMES PARISH ELDERLY SERVICES PROGRAM

WHEREAS, the St. James Parish Elderly Services Program wishes to enter into agreement with Julie Guidry. The agreement is to provide aerobics exercise classes to residents of St. James Parish who are registered at one of the four senior centers.

WHEREAS, this would allow seniors with barriers to participant in the Wellness Program offered by St. James Parish Government, Department of Human Resources, Elderly Services Program; and,

WHEREAS, the terms of this agreement would begin on July 1, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne is hereby authorized to sign an agreement with Julie Guidry to provide for aerobic exercise classes to the residents of St. James Parish who are registered at one of the four senior centers.

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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

“Keep Moving for Life Senior Exercise Program”

AGREEMENT

BETWEEN

JULIE GUIDRY

AND

**ST. JAMES PARISH GOVERNMENT DEPARTMENT OF HUMAN RESOURCES
AREA AGENCY ON AGING**

This agreement is made and entered into this ___1st___ day of _July____, 2020___ between ST. JAMES PARISH GOVERNMENT DEPARTMENT OF HUMAN RESOURCES, AREA AGENCY ON AGING, hereinafter called the CONTRACTEE and JULIE GUIDRY, who resides at, 718 A HWY 20, THIBODAUX, LA 70301 hereinafter called the CONTRACTOR. Said parties do hereby enter into this agreement under the following terms and conditions.

Operative Provisions

The CONTRACTEE hereby grants to the CONTRACTOR the exclusive right to operate as an independent CONTRACTOR during the term of this agreement pursuant to the requirements Louisiana Law for a Certified License Aerobic Instructor. The CONTRACTOR will hold harmless the CONTRACTEE from any and all claims, demands, or liability. The CONTRACTOR must maintain Liability Insurance in accordance with the Louisiana Law for a Certified License Aerobic Instructor: CONTRACTOR assumes all Liability. The CONTRACTEE reserves the right of supervision and inspection of classroom instruction and facility.

Scope of Services

CONTRACTOR hereby agrees to furnish the following services:

- Ensures that all participants aged 60 and over are registered participants of the St. James Parish Department of Human Resources-Area Agency on Aging;
- Offer 1-hour session Senior Low-Impact Aerobic Exercise Classes on Tuesdays and Thursdays beginning at 9:00 AM to 10:00 AM (up to 15 participants per class) under the supervision of a Certified Aerobics Instructor;
- Maintain an average of 10—15 participants per class;
- Ensure class instruction relates to the aging population;
- Maintain Participant’s Log Sheet;
- Maintain Participant’s Medical Release Form (Attachment A); and
- Maintain Participant’s Emergency Contact File.

In consideration of the services described above, the CONTRACTEE hereby agrees to pay the CONTRACTOR maximum fee of \$15 per class (up to eight (8) classes per month) and \$3.00 per registered participant aged 60 and over (up to fifteen (15) participants per class).

If progress and/or completion to the reasonable satisfaction of the agency are obtained, payments are scheduled as follows:

- Tax-Exempt Invoices are due by the 5th of the Month
- Participant's Log Sheets must be attached to Invoice
- Invoices will be processed within 30 days of receipt

Payment will be made only on approval of the St. James Parish Council. All invoices must be mailed to: P.O. Box 87, Convent, Louisiana 70723.

Termination for Cause

The CONTRACTEE may terminate this Agreement for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of this Agreement; provided that the CONTRACTEE shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. **If within thirty (30) days after receipt of such notice, the CONTRACTOR shall not have either corrected such failure or, in the case 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 CONTRACTEE may, at its option, place the CONTRACTOR in default and the Agreement shall terminate on the date specified in such notice.** The CONTRACTOR may exercise any rights available to it under Louisiana Law to terminate for cause the failure of the CONTRACTEE to comply with the terms and conditions of this Agreement; provided that the CONTRACTOR shall give the CONTRACTEE written notice specifying the CONTRACTEE'S failure and a reasonable opportunity for the CONTRACTEE to cure the defect.

Termination for Convenience

The CONTRACTEE may terminate the Agreement at any time by giving thirty (30) days written notice to CONTRACTOR. The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. The CONTRACTOR may terminate the Agreement at any time by giving thirty (30) days written notice to CONTRACTEE.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds from the LA State office of Elderly Affairs to fulfill the requirements of the Agreement. If the LA State Office of Elderly Affairs fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year of which funds are not appropriated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

ST. JAMES PARISH GOVERNMENT
DEPT. OF HUMAN RESOURCES,
AREA AGENCY ON AGING

ATTEST:

BY: _____
Peter A. Dufresne, President, St. James Parish

BY: _____

DATE: _____

JULIE GUIDRY,
FITNESS INSTRUCTOR

ATTEST:

BY: _____
Julie Guidry, Fitness Instructor

BY _____

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 ST. JAMES PARISH PRESIDENT PETER A. DUFRESNE TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE ST. JAMES PARISH FITNESS CENTER TO PROVIDE WELLNESS SERVICES TO THE ST. JAMES PARISH ELDERLY SERVICES PROGRAM

WHEREAS, the St. James Parish Elderly Services Program wishes to enter into agreement with the St. James Parish Fitness Center. The agreement is for exercise classes to be offered to residents of St. James Parish who are registered at one of the four senior centers.

WHEREAS, this would allow seniors with barriers to participant in the Wellness Program offered by St. James Parish Government, Department of Human Resources, Elderly Services Program; and,

WHEREAS, the terms of this agreement would be \$1 per participant per class and \$20 per hour (12 hours/mo.) for instructor. This amount would be paid by St. James Parish Elderly Services Program for 12 months beginning on July 1, 2020 to June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne is hereby authorized to sign an Intergovernmental Agreement with the St. James Parish Fitness Center to provide exercise classes to the residents of St. James Parish who are registered at one of the four senior centers.

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 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

INTERGOVERNMENTAL AGREEMENT

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

BE IT KNOWN, that on this 1st day of July 2020.

BEFORE, the undersigned competent witnesses;

PERSONALLY, CAME AND APPEARED:

THE ST. JAMES PARISH FITNESS CENTER, a political subdivision, domiciled in the Parish of St. James, State of Louisiana, whose permanent mailing address is P.O. Box 613, Gramercy, Louisiana 70052, represented herein by its Supervisor, Mr. Brent Dicharry, duly authorized by Resolution No. ____, of the St. James Parish School Board, adopted on the ____th day of July, 2020, declaring under oath that said authorization has not been rescinded or revoked in any way and is still in full force and effect;

hereinafter referred to as “**FITNESS CENTER,**” and

ST. JAMES PARISH, 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, Peter A. Dufresne, duly authorized by Resolution No. ____, of the St. James Parish Council, adopted on the ____th day of July, 2020, declaring under oath that said authorization has not been rescinded or revoked in any way and is still in full force and effect;

hereinafter referred to as “**PARISH,**” who declared:

1. That the St. James Parish Fitness Center (“**FITNESS CENTER**”) has recognized that the *Elderly Services Program* operating under St. James Parish Government, Department of Human Resources, CAA, St. James Parish AAA serves as the leading local agency responsible for the administration of the federal Older Americans Act (OAA) funds.
2. That St. James Parish Government, Department of Human Resources will establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of each. This is meant to be a binding contract, but rather an agreement to define the mutual responsibilities of the St. James Parish Government, Department of Human Resources and St. James Parish Fitness Center. This intergovernmental agreement broadly defines the parties’ roles and responsibilities and is not meant to be all-inclusive.
 - The St. James Parish Government Department of Human Resources Elderly Program will administer the Title III Wellness grant funds and conduct monitoring to ensure compliance with federal regulations. St. James Parish Government Department of Human Resources will have final authority and responsibility for the performance of all grant guidelines, outcomes and measures.
3. The benefit of this service is that the AAA preserves the quality of life for seniors and caregivers through wellness programs, support groups, and nutrition programs, etc. The Elderly Supervisor monitors local trends and aids that may affect the senior population.
4. The term of this Agreement for the Fitness Center to provide aerobic exercise classes to St. James Parish residents registered with St. James Parish AAA shall be for a period of 12 months commencing the 1st day of July 2020 and terminating on June 30, 2021. The **FITNESS CENTER** and the **PARISH** reserve the right to terminate this Intergovernmental Agreement at any time - with a minimum of thirty (30) day written notice to the **PARISH**.
5. **FITNESS CENTER** shall provide **PARISH** up to twelve (12) classes per month at a maximum fee of \$20 per class for instructor and \$1.00 per registered participant aged 60 and over (up to fifteen (15) participants per class). **FITNESS CENTER** shall also be responsible for any and all operational costs of the aerobic exercise classes and or otherwise, including, but not necessarily limited to: maintenance and Comprehensive General Liability policy coverage, only as it relates to the particular usage(s) stated herein.
5. If any provision of this Agreement is held unenforceable or inoperative by a court of competent jurisdiction, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms of this Agreement.
6. Authorization for this Agreement has been provided through St. James Parish Fitness Center Resolution No. ____, dated July __, 2020, with a certified copy attached hereto and made apart hereof, and St. James Parish Council Resolution No. ____ dated July __, 2020, with a certified copy attached hereto and made apart hereof.
7. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior negotiations, understandings and agreements between them concerning the subject matter hereof. No

amendment or modification of this Agreement shall be made except by a writing signed by both parties. This agreement is strictly between the parties and shall not be assigned without the express consent of both parties.

THUS, DONE AND SIGNED by “**FITNESS CENTER**” & “**PARISH**” on the day, month and year first above written in the presence of the undersigned competent witnesses.

WITNESSES:

Name: _____

Name: _____

ST. JAMES PARISH FITNESS CENTER:

By: _____
Brent Dicharry, Supervisor

ST. JAMES PARISH:

By: _____
Peter A. Dufresne, Parish President

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

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

A RESOLUTION PROVIDING FOR THE ACCEPTANCE OF WORK PERFORMED BY FRICKEY BROTHERS CONSTRUCTION, INC. IN ACCORDANCE WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION, FOR LUTCHER PARK BASEBALL FIELD ADDITIONS

WHEREAS, St. James Parish Council entered into a contract dated November 12, 2019 with Frickey Brothers Construction, Inc. for the Parish Wide Recreation Master Plan Renovations to the Lutcher Ball Park; and,

WHEREAS, the work under the aforementioned contract was substantially completed in accordance with the plans and specifications by the contractor on May 21, 2020; and,

WHEREAS, a final inspection was conducted on May 21, 2020 by representatives of the engineer, owner, and contractor and all work was found to be satisfactory for acceptance.

NOW, THEREFORE, BE IT RESOLVED, by St. James Parish Council, here by represented by the Director of Operations that the work under the aforementioned project be and is hereby accepted as completed on the date of substantial completion hereinbefore specified.

BE IT FURTHER RESOLVED, that the secretary is hereby authorized to file with the Clerk of Court of the Parish of St. James a certified copy of this resolution and a copy of the fully executed Certificate of Substantial Completion in order to commence the (45) day lien period.

And the resolution was declared adopted on this, the 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:
Lutcher Park Baseball
Field Additions
CSRS Project No 215142.15

CONTRACT INFORMATION
Contract For: General Construction

Date: November 12, 2019

CERTIFICATE INFORMATION:
Certificate Number: 01

Date: May 21, 2020

OWNER
St. James Parish Government
5800 Hwy 44
Convent, LA 70723

PROJECT DESIGNER
CSRS, Inc.
6767 Perkins Road, Suite 200
Baton Rouge, LA 70808

CONTRACTOR
Frickey Brothers Construction, Inc.
101 Louisiana Street
Paradis, LA 70080

The Work performed under this Contract has been reviewed and found, to the Project Designer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance to the Contract Documents so that the Owner can occupy or utilize the Work for it's intended use. The Date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the contract Documents, except as stated below:

CSRS, Inc.		Taylor Gravois, P.E., P.L.S, PMP Principal	May 21, 2020
PROJECT DESIGNER	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

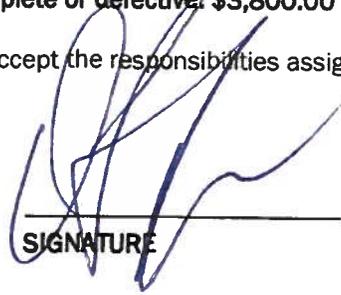
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless Otherwise agreed to in writing, the date of the commencement of warranties, if any, for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment. The Contractor will complete or correct the Work on the list of items attached hereto within forty-five (45) days from the above date of Substantial Completion.

Cost estimate of Work that is incomplete or defective: \$3,800.00

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Frickey Brothers Construction, Inc.		Dana A. Frickey President	5-21-2020
CONTRACTOR	SIGNATURE	PRINTED NAME AND TITLE	DATE
St. James Parish Government			
OWNER	SIGNATURE	PRINTED NAME AND TITLE	DATE

LUTCHER PARK BASEBALL FIELD ADDITIONS

RE-REVISED (05/21/20), Electrical Punch List Based Upon the Site Observation of 05/21/20:

Ref. No.	Item	Item Total
1	Deliver the marked-up, as-built (record), electrical drawings to the engineer	\$300.00
2	Take all required, sportslighting, illumination measurements, document that all illumination measurements are in accordance with all specified illumination criteria, and submit the specified documenting report to the engineer	\$900.00
3	Provide a permanent, weatherproof nameplate, which is engraved with the proper designation, at and for the new, main, safety switch at the existing equipment rack which feeds for power New Panel "L" (through the feeder-conductor-size reduction junction box)	\$25.00
4	Provide a permanent, weatherproof nameplate, which is engraved with the proper designation, at and for New Panel "L"	\$25.00
5	Provide a 160kA (per phase), surge protective device (SPD), which is equipped with a NEMA 3R enclosure, near and for Panel "L"	\$1,200.00
6	Replace the 225A fuses in the new 400A, service-rated, safety switch to 250A fuses	\$100.00
7	At the future scoreboard location, stub the 2" empty conduit up to 6" above finished grade and/or permanently mark the terminus of the underground conduit stub out, as directed by the owner	\$50.00
8	Provide, at the new electrical equipment rack, the specified, rack-mounted, LED, area, lighting fixture; the specified, rack-mounted, light-control switch; the specified, rack-mounted quadraplex receptacle; and the associated circuiting (raceways and electrical cables)	\$1,200.00
9		\$0.00
10		\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
Punch List Total:		\$3,800.00

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

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

**A RESOLUTION AUTHORIZING PARISH PRESIDENT TO SUBMIT
AMENDMENT TO THE PARISH'S COMMUNITY DEVELOPMENT
DISASTER RECOVERY PLAN**

WHEREAS, the State of Louisiana has allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds for Hurricanes Gustav and Ike in the amount of \$10,533,467 to St. James Parish; and,

WHEREAS, the St. James Parish Government, which is the designated recipient of such funds, must prepare a Recovery Proposal Form detailing how it will use said funds in accordance with the State's Action Plan Amendment No. 1 to address the short and long term recovery needs of St. James Parish; and,

WHEREAS, the St. James Parish Government has considered the needs of the West Bank areas of Magnolia Heights Ditch, Zenon Street Ditch, Church Street Ditch, and Section 82 Ditch for culverts along railroad, and;

WHEREAS, the St. James Parish has held a combined total of two public hearings on the Recovery Proposal plan and form in order to obtain public input into development of the proposal for use of CDBG-DR funds:

NOW, THEREFORE, BE IT RESOLVED that the St. James Parish Council does hereby approve the Gustav/Ike Community Development Disaster Recovery Proposal Form, which details use of CDBG-DR funds allocated to St. James Parish; and,

BE IT, FURTHER, RESOLVED that this plan be submitted to the Louisiana Recovery Authority/Office of Community Development Disaster Recovery Unit for their review and approval.

And, the resolution was declared adopted on this, the 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary



HURRICANES GUSTAV AND IKE Community Development Block Grant (CDBG) Application RECOVERY PROPOSAL FORM- **Amendment**



For OCD DRU Use Only	Disaster (Gustav, Ike, or both)	Submission Date

APPLICANT

Applicant St. James	Name Pete Dufresne	Authorizing Official Title Parish President	E-mail Address pete.dufresne@stjamesparishla.gov	
Street or P. O. Box 5800 LA Hwy 44, PO Box 106	City Convent	Parish St. James	State LA	ZIP Code 70723
Telephone Number 225-562-2260	Fax Number 225-562-2279	DUNS Number 083546713		

CONTACT PERSON

Name Ashley Poche	Title Director of Operations	Telephone Number 225-562-2262	FAX Number 225-562-2279
Department/ Organization St. James Parish Operations Department			
Street or P. O. Box 5800 LA Hwy 44, PO Box 106	City Convent	State LA	ZIP Code 70723

GUSTAV/IKE PROGRAM AREAS

Please identify the relevant programs for parish recovery and provide an estimated percentage breakdown of how the parish anticipates spending the first allocation of recovery funds. The programs are listed below. Program descriptions can be found in the Action Plan Amendment No. 1 on the OCD-DRU website (www.doa.louisiana.gov/cdbg/dr/dr_gustavikeonline.htm). The total percentage should equal 100. This summary information should relate directly to Section II.

HOUSING

Homeowner Rehabilitation <input type="checkbox"/>	Homeowner Compensation/Incentive <input type="checkbox"/> %	Housing Relocation Program <input type="checkbox"/> %
Homeownership Financing <input type="checkbox"/> %	Homelessness Prevention <input type="checkbox"/> %	Neighborhood Redevelopment <input type="checkbox"/> %
Rental Rehabilitation <input type="checkbox"/> %		

INFRASTRUCTURE

Infrastructure Recovery Program <input type="checkbox"/> 98.1%	Coastal Restoration <input type="checkbox"/> %
---	--

COASTAL

ECONOMIC DEVELOPMENT

Economic Recovery and Revitalization <input type="checkbox"/> %	
---	--

ADMINISTRATION AND PLANNING

Community Resiliency Program <input type="checkbox"/> %	Public Services Program <input type="checkbox"/> %	Administration <input type="checkbox"/> .5 % <i>*Max of 0.5%</i>
---	--	--

Does the applicant anticipate applying for additional funds from the state-administered Affordable Rental Housing Program? (Y or N) No



**HURRICANES GUSTAV AND IKE
Community Development Block Grant (CDBG) Application
RECOVERY PROPOSAL FORM- **Amendment****



SECTION I: COMMUNITY AND STORM IMPACT

In order to justify your recovery programs, OCD-DRU will need to understand the impact of the storms on your communities and economy. The OCD-DRU staff will provide guidance on types of data and possible resources that applicants can access during proposal and program development. Applicants should use sources available in proposal development. *(OCD-DRU will develop a Gustav-Ike Resource link on the OCD-DRU website www.doa.louisiana.gov/cdbg/dr/dr_gustavikeonline.htm to post specific Parish data sets for reference).*

A. Applicant Demographics Narrative (1-2 pages)

See Attachment

B. Nature of the Storm Narrative (1-2 pages)

See Attachment

C. Housing Stock

Please check the type of housing stock that was impacted in the storms

Single Family	<input checked="" type="checkbox"/>	Section 8 Housing	<input type="checkbox"/>	Homeless Shelters	<input type="checkbox"/>
Multi Family	<input checked="" type="checkbox"/>	Public Housing	<input checked="" type="checkbox"/>	Other?	<input type="checkbox"/>

If 'Other' was checked, please explain:

D. Public Service / Institutions

Were there specific public service/institutions impacted by the storm(s)? (Y or N) Yes

Please check the type of services/ institutions that were impacted

Schools	<input checked="" type="checkbox"/>	First Responder	<input type="checkbox"/>	Hospitals	<input checked="" type="checkbox"/>
Public Buildings	<input checked="" type="checkbox"/>	Roads	<input checked="" type="checkbox"/>	Sewers/ Drainage	<input checked="" type="checkbox"/>
Other	<input checked="" type="checkbox"/>				

If 'Other' was checked, please explain:

See Attachment

Were there any unique/ unforeseen failures?

See Attachment

Has the Governor's Office for Homeland Security and Emergency Preparedness via the FEMA Public Assistance program been made aware of these impacts? (Y or N). Yes

E. Planning

Does the applicant have an approved hazard mitigation plan on file with the Governor's Office of Homeland Security and Emergency Preparedness? (Y or N). If no please explain. Yes

Does the applicant or any of its municipalities have a comprehensive/ master plan? (Y or N). If no please explain. Yes See Attachment



**HURRICANES GUSTAV AND IKE
Community Development Block Grant (CDBG) Application
RECOVERY PROPOSAL FORM- Amendment**



F. Receipt of CDBG Funds.

Provide the latest date when the applicant has received CDBG funding. Month August Year 2008

G. Community Impact

Please provide any additional qualitative and quantitative support to describe the impact of the storms on communities. If specific areas within the parish were more severely impacted, please provide boundaries of the area and any unique characteristics (demographics, characteristics of the natural or built environment). Insert additional pages as needed.

See Attachment



**HURRICANES GUSTAV AND IKE
Community Development Block Grant (CDBG) Application
RECOVERY PROPOSAL FORM- Amendment**



SECTION II: PROGRAM AREA DEVELOPMENT

Provide a brief description of specific project activities you propose in each program area, both applicant-led and state-led, as reflected by those areas identified on the cover sheet, and the recovery needs that they will address.

- A. Housing** See Attachment
- B. Infrastructure** See Attachment
- C. Economic Development** See Attachment
- D. Coastal Restoration**
- E. Administration and Planning** See Attachment

HURRICANES GUSTAV AND IKE
Community Development Block Grant (CDBG) Application
PROPOSAL FORM – **AMENDMENT**

SECTION IV: MUNICIPAL AND CITIZEN PARTICIPATION:

A. Municipal Participation

The LRA/ OCD-DRU strongly encourages participation of the leadership of municipalities in the identification of recovery priorities and the development of a recovery program .

Has the parish formally met with the leadership of all the municipalities within its jurisdiction?
(Yor N)

If yes, please provide an invite list, agenda and meeting summary/minutes for each meeting convened.

If no, please provide a proposed date/ time and agenda for the meeting. The Parish has informally met with municipalities to discuss these proposed projects and other recovery financing issues.

B. Citizen Participation

The LRA/ OCD-DRU strongly encourages citizen participation to help inform the identification of recovery priorities and the development of a recovery program. As a result, the requirement set forth is that three public meetings be held before the final plan/project list is submitted for approval. The public meetings must adhere to the requirements of 24 CFR Sec. 570.486 and other applicable regulations.

At least two public meetings must be held in the development of the Proposal form in order to solicit public input.

- I. Notice of first public hearing (must be 5 to 21 days prior to the hearing).

Date of Advertisement May 27, 2009

Date of Hearing June 3, 2009

Date of Advertisement **June 10, 2020**

Date of Hearings **June 15/16, 2020**

2. Describe the methods used to solicit participation of low and moderate income persons.

Publication of the latest public hearings were placed in the local newspaper (Enterprise) which is distributed via paper copies and online.

HURRICANES GUSTAV AND IKE
Community Development Block Grant (CDBG) Application
PROPOSAL FORM – AMENDMENT

3. Describe any adverse comments/complaints received and describe resolution.

N/A

5. Attach to the form:

- a) Tear sheet of all public notices
- b) Signed Minutes of the public hearings including lists of signatures from attendees
- c) Copy of response(s) to comments and/or complaint

SECTION V: REQUIRED DOCUMENTATION

Parishes will apply for funds utilizing the process as directed by the State and defined in the Action Plan Amendment. For purposes of the proposal, the following documents must be attached. (Subsequent documents will be required according to HUD/CDBG requirements for implementation, approval of project applications, and the drawdown of funds).

- I. Proposal Form
- 2. A copy of the resolution authorizing the Proposal Form by the parish governing body.
- 3. Copy of all Citizen Participation documents as noted in Section IV of this Proposal Form.

Note - This report must be updated and submitted to OCD DRU if there are any substantial changes in the information contained in the report. Such changes may include revised funding uses, sources or amounts.

To the best of my knowledge and belief, information in the Proposal Form is true and correct. Applicant also agrees to comply with requirements of 24 CFR Part 58.

I am aware that the proposed project activity may be removed from further consideration should it be determined that there are significant discrepancies in the information provided, and/or false, inaccurate or incomplete information has been given.

_____ Signature	_____ Parish President
Pete Dufresne _____ Typed Name	_____ Date

HURRICANES GUSTAV AND IKE
Community Development Block Grant (CDBG) Application
PROPOSAL FORM – **AMENDMENT**

*Items in red denote Amendment changes.

SUBMIT AN ORIGINAL AND ONE COPY OF THE FORM TO:

Louisiana Recovery Authority
C/O Fay Ayers
150 Third Street, Suite 200
Baton Rouge, LA 70801

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 JUNE 2020 AS
HOMEOWNERSHIP MONTH IN ST. JAMES PARISH**

WHEREAS, St. James Parish Government, Department of Human Resources, CAA is partnering with the Department of Housing and Urban Development (HUD) designating June as National Homeownership Month.

WHEREAS, St. James Parish is committed to extending outreach activities to flyers, virtual workshops and Podcasts throughout the Month of June.

WHEREAS, St. James Parish homeownership rate is 77.4%.

WHEREAS, buying a home is more cost effective than renting.

WHEREAS, homeownership is an American value and the cornerstone of our economy.

WHEREAS, responsible homeownership is the key to building wealth and a strong middle class.

WHEREAS, according to the Forbes Magazine, homeownership has many benefits including the following:

- Homeownership Builds Wealth Over Time
- You Build Equity Every Month.
- You Reap Mortgage Tax Deduction Benefits
- Tax Deductions on Home Equity Lines
- You Get a Capital Gains Exclusion.
- A Mortgage Is Like a Forced Savings Plan
- Long Term, Buying Is Cheaper than Renting

NOW, THEREFORE, BE IT RESOLVED by the St. James Parish Council and Parish President do hereby proclaim June 2020 to be National Homeownership Month and authorize approval for St. James Parish Government, Department of Human Resources, Community Action Agency to participate in June 2020 Homeownership Month activities.

And, the resolution was declared adopted on this, the 24th day of June 2020.

Council Chairman

Secretary

Delivered to Parish President: _____

Approved: _____

Disapproved: _____

Parish President

Returned to Secretary on _____

At _____ AM/PM

Received by _____

* * * * *

C E R T I F I C A T E

I, Linda Hubbell, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 24th day of June 2020.

Signed at Vacherie, Louisiana, this 25th day of June 2020.

(S E A L)

Linda Hubbell
Secretary

At a regular meeting of the St. James Parish Council, State of Louisiana, held on June 24, 2020 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 TO AUTHORIZE THE LEASE OF IMMOVABLE
PROPERTY BY THE PARISH OF ST. JAMES**

WHEREAS, the St. James Parish Government operates recreational facilities throughout St. James parish; and,

WHEREAS, there is a need for additional Parish services, including but not limited to recreation and community facilities, for the use and benefit of St. James Parish residents; and,

WHEREAS, the St. James Parish has an opportunity to lease a tract of immovable property from the St. James Parish School Board to provide these additional services/facilities to Parish residents in District 4; and

WHEREAS, the proposed immovable property to be leased is located on the Eastbank of the Parish, in Convent, Louisiana and is more formally described as follows:

A certain tract of land, more specifically shown on the aerial map attached to the "Lease of Public Lands and Improvements" as Exhibit "A", located at municipal address 9215 Central Project St., Convent, Louisiana.

Said tract, at the time of execution of this lease, consisting of a Basketball Court, Covered Pavillion and Parking area; and

WHEREAS, the Parish of St. James and the St. James Parish School Board desire to enter into said "Lease of Public Lands and Improvements":

NOW, THEREFORE, BE IT ORDAINED, that the St. James Parish Council, acting as the governing authority of the Parish of St. James, State of Louisiana, that:

SECTION 1: The Parish hereby approves the lease of said property more fully described in above, and the St. James Parish Council hereby authorizes the Parish President, Peter A. Dufresne to execute the said "Lease of Public Lands and Improvements", on behalf of, in the manner of, and under the official seal of the Parish.

SECTION 2: The Parish President, Peter A. Dufresne, is hereby further authorized, empowered and directed for, on behalf of an in the name of the St. James Parish Government to execute and deliver any and all instruments, documents, and certificates in addition to the documents set forth above, which may be required may otherwise be require or necessary, convenient, or appropriate to the transactions described in this resolution.

SECTION 3: The Parish President, Peter A. Dufrense, is hereby further authorized and directed to approve for, on behalf of, and in the name of St. James Parish Government any changes, additions, or deletions in any of the documents, instruments, or certificates referred to in this ordinance. The signature of the Parish President, upon such documents set forth above or as may otherwise required by the State of Louisiana are deemed to be conclusive evidence of their due exercise of the authority bested in him hereunder; and

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

LEASE OF PUBLIC LAND AND IMPROVEMENTS

BE IT KNOWN AND REMEMBERED that on the date hereafter shown and before the undersigned authority and in the presence of the undersigned good and competent witnesses,

PERSONALLY CAME AND APPEARED:

ST. JAMES PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana herein represented by George Nassar, its President, duly authorized by resolution of said board a copy of which is annexed hereto and made a part hereof, hereinafter called "LESSOR"; and

ST. JAMES PARISH, a political subdivision of the State of Louisiana, herein represented by Peter A. Dufrense, its President, duly authorized by resolution of the St. James Council a copy of which is annexed hereto and made a part, hereinafter called "LESSEE";

who have mutually covenanted and agreed as follows:

1. LEASE: LESSOR hereby leases to LESSEE to occupy and use the following described property:

A certain tract of land, more specifically shown on the aerial map attached hereto as Exhibit "A", located at municipal address 9215 Central Project St., Convent, Louisiana.

Said tract, at the time of execution of this lease, consisting of a Basketball Court, Covered Pavillion and Parking area.

2. TERM: The original term of this lease shall be for a term of thirty years commencing on June __, 2020 and ending on June __, 2050. Upon expiration of the initial term of this lease, LESSOR and LESSEE may agree in writing to extend the terms of this lease. If no extended terms are agreed to and LESSEE remains in possession of the leased premises, this lease shall continue on a month to month basis under the same terms provided herein.

3. CONSIDERATION: LESSOR agrees to waive any monthly, yearly or other periodic rental amount in exchange for LESSEE's making of improvements to the property to be used by the public and for the consideration of the continuous maintenance of said property by LESSEE during the term of the lease.

4. USE: LESSEE is obligated not to use the premises for any purpose that is unlawful, and the violation of any law by LESSEE shall be a justifiable cause for cancellation of this lease by LESSOR, at LESSOR'S option. LESSEE intends to use the designated space and common areas for general recreational purposes consistent with the purposes authorized for recreation districts.

5. WARRANTY: LESSOR warrants that LESSOR is the owner of the premises and has the right to give LESSEE possession under this lease, and will, so long as this lease remains in effect, warrant and defend LESSEE'S possession against any and all persons.

6. **REPAIRS AND MAINTENANCE:** LESSOR warrants that the leased premises are in good condition. LESSEE accepts them in good condition and agrees to keep the premises in good condition during the term of the lease at LESSEE's expense.

LESSEE shall independently maintain any and all improvements to the leased premises (with specific reference made to the forthcoming "splash pad" and "playground/playset" - as addressed hereinbelow). LESSEE shall also be independently responsible for any and all utilities (i.e. electricity, water, etc.) as it relates to such usage(s).

7. **INSURANCE AND INDEMNIFICATION:** LESSEE shall occupy the leased premises at its own risk and shall indemnify LESSOR against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by LESSEE, LESSEE's agent, servants, employees, customers, visitors or licensees of any covenant or condition of this lease, or as a result of LESSEE'S use or occupancy of the leased premises or the carelessness, negligence or improper conduct of LESSEE, its agents, servants, employees, customers, visitors or licensees. LESSEE also agrees to maintain liability insurance to protect both LESSOR and LESSEE on account of use of the premises by an employee or invitee of LESSOR at a minimum level of \$1,000,000.00 per occurrence for both personal injury and property damage.

8. **IMPROVEMENTS, ADDITIONS AND ALTERATIONS:** Neither LESSOR nor LESSEE shall make any additions or alterations to the premises without written permission of the other. However, LESSOR or LESSOR'S agents shall have the right to enter the premises for the purposes of making repairs necessary for the preservation of the property.

It is specifically made known and agreed upon through execution of this lease that LESSOR intends to construct a "splash pad" recreation area and a "playground/playset" area on said premises. Any future improvements will require the written consent of both parties to this lease.

9. **SUBLEASE:** LESSEE may not sublease or assign this lease without written approval of LESSOR, which approval will not be unreasonably withheld.

10. TERMINATION / AMENDMENT: Either party may terminate, and or amend, this Agreement for cause 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.

Should termination occur, or at expiration of the term - initial and or otherwise, upon notice from the Lessor, the leased premises are to be returned to the original condition, prior to construction of any and all improvements made thereto. Including, but not necessarily limited to: any and all foundation(s), piping, structures, and the like. At the sole and independent expense of LESSEE.

THUS DONE AND PASSED on _____, 2020, at _____, St. James Parish, State of Louisiana, the undersigned parties having affixed their signatures in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

LESSOR- ST. JAMES PARISH SCHOOL BOARD

_____ BY: _____

THUS DONE AND PASSED on _____, 2020, at _____, St. James Parish, State of Louisiana, the undersigned parties having affixed their signatures in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

LESSEE- ST. JAMES PARISH

_____ BY: _____
