



St. James Parish Council

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Alvin St. Pierre, Jr.
Chairman

Vondra Etienne-Steib
Vice-Chairwoman

Linda Hubbell
Secretary

July 7, 2020

Honorable Members
St. James Parish Council

The St. James Parish Council will meet in regular session on Wednesday, July 8, 2020, at 6:30 p.m., in the Council Chambers of the Parish Courthouse in Convent.

Prior to the meeting, at 6:15 p.m. there will be a public hearing on **Proposed Ordinance 20-08, An Ordinance to authorize the lease of immovable property by the Parish of St. James**

Please make every effort to attend.

Sincerely,


Linda Hubbell
Secretary

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

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

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

AGENDA
ST. JAMES PARISH COUNCIL
Parish Courthouse – 5800 Hwy 44, Convent, LA
WEDNESDAY, JULY 8, 2020

6:15 P.M.– PUBLIC HEARING

1. Proposed Ordinance 20-08, An ordinance to authorize the lease of immovable property by the Parish of St. James (Bland)
2. Adjourn Pubic Hearing

6:30 P.M.– REGULAR MEETING

I. CALL TO ORDER & ROLL CALL

II. PRAYER & PLEDGE

III. MINUTES

1. Approval of the June 24, 2020 public hearing minutes
2. Approval of the June 24, 2020 regular meeting minutes

IV. FINANCE DEPARTMENT MONTHLY REPORT

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

V. PRESIDENT’S REPORT

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

VII. PRESENTATION

1. Ingrid Leblanc, Director of Human Resources, DHR Annual Report to the Council (St. Pierre)
2. Julie Scioneaux, Chief of Detectives, Golfcart/UTV, ATV Presentation (Dufresne)
3. Pam Spees, Center for Constitutional Rights, Unmarked Burial Sites discovered in the Parish (St. Pierre)
4. Gail LeBoeuf, St. James Resident, Unmarked Burial Sites discovered in the Parish (St. Pierre)

VIII. CORRESPONDENCE RECEIVED - None

IX. APPOINTMENTS TO BOARDS AND COMMISSIONS - None

X. OLD BUSINESS

1. Director’s Update
 - District 5 Alternate Access Route (Cooper)
 - North Vacherie Railroad Culvert Upgrade Project Status Update (Etienne-Steib)
 - Acquisition of Land for Multipurpose Building Update (Etienne-Steib)
2. Action on Ordinance 20-08, An ordinance to authorize the lease of immovable property by the Parish of St. James (Bland)

XI. NEW BUSINESS

1. Resolution to approve disbursement of payroll for the July 10, 2020 payroll (St. Pierre)
2. Resolution to approve disbursement of funds to pay pending current invoices and payables (St. Pierre)
3. Resolution authorizing the Parish President to enter into a contract with the Department of Transportation and Development Office of Engineering for maintenance agreement including mowing and litter pickup
4. Resolution accepting the Takeover Agreement between St. James Parish and Nationwide Mutual Insurance for the 2019 Parishwide Road Improvement Program with Coastal Bridge Company (Dufresne)
5. Resolution authorizing St. James Parish Government Parish President Peter A. Dufresne, Chief Elected Official to sign a Memorandum of Understanding Agreement with the St. Charles Parish Consortium (Dufresne)
6. Resolution authorizing Parish President to sign a renewal contract with Electronic Business Systems, Inc. (Dufresne)
7. Resolution accepting the bid of NCMC, LLC for the Molaison Sewer Facility for St. James Parish (Dufresne)
8. Resolution authorizing the St. James Parish President to sign and execute a contract with SharpBros Construction, L.L.C. to provide professional services (Dufresne)
9. Resolution to obtain final approval for the Land Use Application of Illinois Central, Item #20-08 (Dufresne)
10. Resolution to obtain final approval for the Land Use Application of Occidental Chemical Corporation, Item #20-10 (Dufresne)

11. Resolution approving the signing of revised and/or new Title III Budget between the Governor's Office of Elderly Affairs and the St. James Parish Government, Department of Human Resources for Program Year 2020-2021 (Dufresne)
12. Resolution authorizing the St. James Parish President to sign a contract with Pictometry International Corp. for aerial imagery (Dufresne)

XII. EXECUTIVE SESSION

Executive session under La. R.S. 42:17(A)(2) to discuss pending litigation strategy in the matter of *Butler, et al. v. St. James Parish Council, et al.*, Docket No. 39685(D) in the 23rd Judicial District Court, St. James Parish; and under La. R.S. 42:17(A)(10) to discuss the opinions of counsel regarding the air quality impact study that is the subject of the pending litigation, which opinions are confidential under La. R.S. 44:4.1(C); and to engage in related communications with counsel in the rendition of professional legal services that are privileged under La. Code Evid. Art. 506(B) (Amato)

XIII. COUNCIL MEMBER'S REPORT

XIV. DIRECTOR'S REPORT

XV. MOTION TO ADJOURN

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

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The following ordinance which was previously introduced at a regular meeting held on June 24, 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 20-08
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. Dufresne, 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

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

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

And, the ordinance was declared adopted on this, the 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION TO APPROVE DISBURSEMENT OF PAYROLL FOR THE
JULY 10, 2020 PAYROLL**

WHEREAS, the employee payroll is July 10, 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 July 10, 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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 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, July 09, 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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO
A CONTRACT WITH THE DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT OFFICE OF ENGINEERING FOR MAINTENANCE
AGREEMENT INCLUDING MOWING AND LITTER PICKUP**

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, DOTD is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal/parish roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191; and,

WHEREAS, further, LSA-R.S. 48:193 authorizes Parishes to request that the repair and maintenance of the said State Roadways located within their respective municipalities/parish be performed by the municipality/parish, at the State's expense; and,

WHEREAS, under provisions of Title 23, United States Code, Section 144, as amended, funds have been appropriated out of the Highway Trust Fund to finance replacement or rehabilitation of bridges located off the State and Federal road system; and,

WHEREAS, DOTD lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the Parish to perform maintenance directly related to mowing and litter collection on the State Roadways located in Parish of St. James:

THEREFORE, BE IT RESOLVED, by the governing authority of St. James Parish (herein referred to as the Parish), that the Parish does hereby certify to the Louisiana Department of Transportation and Development (herein referred to as the DOTD) that for the period July 1, 2020 through June 30, 2021:

1. This agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement.
2. The Parish shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the manual on Uniform Traffic Control Devices.
3. The Parish may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the Parish, provided that the Parish obtains written approval from the DOTD District Administrator. The Parish may elect to enter into a contract with third parties to administer herbicides.
4. DOTD will reimburse the Parish on a semi-annual basis for work performed pursuant to the agreement.
5. Parish shall be reimbursed by DOTD the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways.
6. If, in the opinion of the DOTD District Administrator, the Parish has failed to properly fulfill its obligation with respect to any or all State Roadways and after the Parish has been notified in writing and given adequate opportunity to correct the condition, the Parish has failed or refuses to correct said problem, DOTD's District Administrator may order the DOTD maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the DOTD may deduct the cost thereof from any monies due or that become due to Parish.
7. The Parish shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demand, suits, judgements of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the Parish, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and /or attorneys' fees incurred by the Parish or DOTD as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of the agreement by the Parish or its contractors, employees, agents and assigns under agreement except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The Parish agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and

agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

- 8. Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the DOTD to fulfill the requirements of this agreement. If legislature fails to appropriate sufficient monies to provide the continuation of this agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall be reduced or terminated on the date said funds are no longer available.
- 9. The Parish agrees to use the funds provided by the State through DOTD only for the services authorized in the agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.
- 10. The Parish shall hold the DOTD harmless from any and all claims for liens for labor, services, or material furnished to the Parish in connection with the performance of his obligations under the agreement.

AND BE IT, FURTHER, RESOLVED that Peter A. Dufresne, Parish President, is hereby duly authorized and empowered, on behalf of the St. James Parish Council, to execute a contract between St. James Parish and the State of Louisiana, Department of Transportation and Development for the Maintenance Agreement.

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

YEAS:
 NAYS:
 ABSTAIN:
 ABSENT:

And the resolution was declared adopted on this, the 8 day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2021

BETWEEN

PARISH OF ST.JAMES

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this ____ day of _____ month, _____, by and between the STATE OF LOUISIANA, through the Department of Transportation and Development, hereinafter referred to as ("DOTD"), **represented herein by its Secretary or his duly authorized designee**, and **PARISH OF ST. JAMES**, hereinafter referred to as ("**Municipality**"), appearing herein through its **Parish President, Pete Dufresne** duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the **PARISH OF ST. JAMES**; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the Municipality shall contact the DOTD District Office or the Parish Maintenance Office advising them of the starting date.

The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The **Municipality** may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the **Municipality's** Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall

Municipal Agreement

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include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. ***The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by DOTD.***

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is 58.80 miles. Of this, 0.00 miles are divided State Roadways and 58.8 miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is FIFTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$58,800.00). It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of

claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2020**, and shall end on **June 30, 2021**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of **DOTD**.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to the **Municipality** from DOTD may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

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

WITNESSES

Asuley Rocher

[Signature]

Municipality

BY: *[Signature]*
(Signed Name)

PETER A QUIRESTE
(Printed Name)

Municipality _____

Address _____

() _____ (Phone)

() _____ (Fax)

Tax ID. # _____

THUS DONE AND SIGNED at Baton Rouge, Louisiana, this ____ day of _____.

WITNESSES:

DOTD

BY:

M. TODD DONMYER, P.E.
DISTRICT ENGINEER ADMINISTRATOR

Parish of St. James
EXHIBIT "A"

Description	Mileage			
	Interstate	Divided	Undivided	C-S
LA 44 starting from the Ascension parish line to the St. John parish line			20.60	256-03-1-010 256-04-1-010 256-05-1-010
LA 18 starting from the Ascension parish line to the St. John parish line			21.90	063-08-1-010 063-09-1-010
LA 642 beginning at the JCT LA 44 to the end of road			3.80	847-01-1-010
LA 20 beginning at the Lafourche parish line to the JCT of LA 18			7.60	065-07-1-010
LA 643 beginning at the JCT LA 20 to the St. John parish line			2.90	847-04-1-010
LA 644 beginning at the JCT LA 20 to the JCT of LA 643			2.00	847-05-1-010

Total undivided roadway miles 58.80

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

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

**A RESOLUTION ACCEPTING THE TAKEOVER AGREEMENT BETWEEN
ST. JAMES PARISH AND NATIONWIDE MUTUAL INSURANCE COMPANY
FOR THE 2019 PARISHWIDE ROAD IMPROVEMENT PROGRAM WITH
COASTAL BRIDGE COMPANY**

WHEREAS, the St. James Parish Council did enter into contract with Coastal Bridge Company on July 22, 2019 for the project named 2019 Road Improvement program; and,

WHEREAS, a letter dated December 16, 2019 from Nationwide Mutual Insurance Company notifying St. James Parish that Coastal Bridge Company is financially unable to perform or complete the work on the project or otherwise comply with its contractual obligations for the project and is in default of the contract; and

WHEREAS, due to the voluntary default and termination on behalf of Coastal Bridge, Nationwide Mutual Insurance is power of attorney under the general agreement of indemnity,

WHEREAS, Nationwide is listed by the indemnitor to assign, transfer, pledge, and convey to Surety as additional security to secure the obligations; and

BE IT, FURTHER, RESOLVED that Parish President Peter Dufresne is hereby authorized and empowered to sign the takeover contract for and on behalf of St. James Parish with Nationwide Mutual Insurance Company.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana this 9th day of July 2020.

Linda Hubbell
Secretary

(S E A L)

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

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

A RESOLUTION AUTHORIZING ST. JAMES PARISH GOVERNMENT PARISH PRESIDENT PETER A. DUFRESNE, CHIEF ELECTED OFFICIAL, TO SIGN MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE ST. CHARLES PARISH CONSORTIUM

WHEREAS, the Workforce Innovations Opportunity Act July 22, 2014, established the creation of Workforce Areas and the State of Louisiana certified 16 Local Workforce Development Boards around the State; and,

WHEREAS, the Workforce Development Board 14 has served as grant recipient and administrative entity for employment and training programs; and,

WHEREAS, the St. Charles Parish consortium (formally Workforce Innovation Opportunity Act) and its stated purpose, has established a one-stop delivery system through which core employment related services are provided and through which a central One-Stop Career Solution Center network is established in each Parish of the Consortium; and,

WHEREAS, the Parish President of St. James Parish serves as the Chief Elected Official in accordance with rules and regulations of the St. Charles Parish Consortium; and,

WHEREAS, the Purpose of the MOU is to identify and coordinate a variety of workforce development resources to create seamless, customer friendly system that address the needs of employers and job seekers. The One-Stop system will offer a variety of job placement, education, job training, human services, and other workforce development services for the residents of St. James, St. Charles, and St. John the Baptist Parishes (the Consortium).

THEREFORE, BE IT RESOLVED, by the St. James Parish Council, that St. James Parish President Peter A. Dufresne is hereby authorized to sign a Memorandum of Understanding Agreement with the St. Charles Parish Consortium as the Chief Elected Official of the Consortium.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

WORKFORCE DEVELOPMENT BOARD OF WORKFORCE AREA 14 STATE OF LOUISIANA MEMORANDUM OF UNDERSTANDING BETWEEN THE CHIEF ELECTED OFFICIAL OF ST. CHARLES, ST. JAMES, AND ST. JOHN THE BAPTIST PARISHES

THE WORKFORCE DEVELOPMENT BOARD 14 AND CONSORTIUM OF SERVICE DELIVERY AREA 14 ONE-STOP PARTNERS

- I. **BACKGROUND:** The Workforce Innovations Opportunity Act July 22, 2014, established the creation of Workforce Areas and the State of Louisiana certified 16 Local Workforce Development Boards around the state. These boards were given oversight for the state's One-Stop Job Center System, hereafter referred to as Center. Locally, the Workforce Development Board 14 and the Chief Elected Official of Area 14 Consortium have selected St. Charles Parish as the primary Grant Recipient. The Workforce Development Board 14 serves as the administrative and fiscal agent and staff support to the Workforce Development Board. The Workforce Development Board 14 has successfully served as grant recipient and administrative entity for employment and training programs. The Workforce Development Board (WDB14), in accordance with the Workforce Innovation Opportunity Act and its stated purpose, has established a one-stop delivery system through which core employment-related services are provided and through which a central One-Stop Career Solution Center network is established. The Centers are fully operational with multiple partners providing services from the centers, either physically or electronically. The Comprehensive Center located in St. Charles Parish is a full-service center as defined by the Workforce Innovations Opportunity Act (WIOA). Two satellite or affiliate centers are operated in the following parishes; St. James and St. John the Baptist Parishes.

The Center(s) are operated by a One-Stop Operator (competitively procured in compliance with WIOA) and facilitated by a collaborative of partners and administered by the Workforce Development Board. The Local Board is appointed by the Chief Elected Official in accordance with the rules and regulations of the WIOA. The Board identifies core services required in the center(s), and partners will develop, as an extension of this agreement, their vision and mission statements for center operations and marketing as described in the attachments to this agreement.

Comprehensive Center Location:

**St. Charles Parish Business and Career Solutions Center
737 Paul Maillard Rd. Suite 2A
Luling, LA 70070**

The One Stop System shall be committed to the total customer satisfaction and develop a system of continuous improvement of all services to employers, job seekers, education, and employment professionals.

II. REFERENCES:

- WIOA(Public Law 113-128) Section 121 (c)
- Americans with Disability Act Amendment Act of 2008 (Public Law 110-325)
- Title 34 Code of Federal Regulations (CFR) "WIOA, Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: NPRM", Sections 678.305,678.310,678.315,678.500 and 678.505
- Title 2 Code of Federal Regulations (CFR) Part 200

III. **PURPOSE:** The purpose of this Memorandum of Understanding is to identify and coordinate a variety of workforce development resources to create a seamless, customer-friendly system that addresses the needs of employers and job seekers. The One-Stop system will offer a variety of job placement, education, job training, human services, and other workforce development services to residents of the various Parishes. This Memorandum of Understanding establishes commitments, joint processes, and procedures that enable partners to integrate core, intensive, training and career services according to Cost Allocation Plans that define services that are financial and non-financial commitments, and are a part of this Memorandum by reference. (Ref Louisiana OWD Policy 2-30)

IV. **PARTIES TO THIS MEMORANDUM OF UNDERSTANDING:** Parties to this Memorandum of Understanding includes the partners listed below as mandated by WIOA, but are not limited to-

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA III Wagner-Peyser Employment Services
- Vocational Rehabilitation Services
- Career and Technical Education (Perkins Act)
- Title V Older American Act
- National Farmworker Jobs Program - Migrant Seasonal Farmworkers (MET)
- Veterans' Employment Representative and Disabled Veterans' Outreach
- Community Service Block Grant
- Temporary Assistance for Needy Families (TANF)
- HUD Employment and Training Programs
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs

A. The Chief Elected Official of the units of government, who appoints and oversees the local workforce development system and represents the local governing authorities.

B. The Louisiana Local Workforce Development Area 14 - Workforce Development Board 14, the designated Board by the Governor of the State of Louisiana to

establish policy, oversee, and work in partnership with the Chief Elected Official of the member units of government for Louisiana Area 14.

- C. Office of Workforce Development, a state agency responsible for the delivery of Wagner-Peyser Programs, Veterans Employment Programs, Job corps recruitment, Trade Adjustment Assistance, and other applicable programs administered by the Louisiana Workforce Commission.
- D. Unemployment Insurance Administration, (UI) programs under the State of Louisiana unemployment compensation laws.
- E. Louisiana Rehabilitation Services, serving individuals with disabilities and providing services to employers relative to job seekers determined eligible under the Vocational Rehabilitation rules and regulations. Louisiana Rehabilitation Services (LRS), as a mandated partner, provides diversified services to eligible individuals with disabilities and is administered by the Louisiana Workforce Commission.
- F. Motivation, Education, and Training, Inc. (MET) is a private non-profit organization designated as the grantee under the Workforce Investment Act, Section 167 for the State of Louisiana. MET, as a mandated partner, provides a diversified program of workforce investment activities and related activities for eligible migrant and seasonal farm workers.
- G. Department of Children and Families, a state agency responsible for Temporary Assistance for Needy Families Program (TANF), STEP and Jobs or America's Graduates Louisiana. (JAG-LA) program (not available in LWDA-14), to providing cash assistance and supportive services to needy families meeting specific financial criteria and to provide services necessary to accomplish the goal and purposes in Section 401 of the Social Security Act (42 USC 601).
- H. Community Action Agencies within Louisiana Area 14, representing the various communities, Parishes, and neighborhoods, and providing services to the economically disadvantaged through various Educational, Housing, Child Care, Health, and emergency food and medical support services.
- I. Post- Secondary Education is represented by Louisiana Delta Community College. The various services available through the colleges in the Louisiana Technical and community college system will be available to employers and job seekers. This representative will assure that individuals have knowledge about the various educational and training options in Northeast Louisiana.
- J. The Secondary and Adult Education systems in the region are represented by Delta LINC. Each Parish School Board is represented through a Cooperative Endeavor Agreement established to serve those Youth that are transitioning from the secondary school system to Career Services. The various services available through

the secondary and adult education systems throughout Northeast Louisiana will be a vital part of the One-Stop and Workforce education and training system. Such services out-of-school and adult education to provide HI Set, adult basic literacy services and other appropriate services will be linked through the Secondary and Adult Education systems.

- K. The One-Stop Operator responsible for providing a seamless system of WIOA services built on a customer-focused service delivery network as selected through the competitive process, will be provided by Louisiana Delta Community College Bastrop Campus. This partner will serve as the primary coordinator of all partners involved in the One- Stop activities for Workforce Development Area 14.
- L. Title V of the Older Americans Act grantees is represented by ANPPM-National Association of Hispanic Elderly (St. Charles, St. James, and St. John the Baptist Parishes). ANPPM provides a variety of programs for Older Workers in the Northeast Louisiana area and will serve as the partner for Older Workers under the Workforce Innovations and Opportunity Act.
- M. LDCC Carl D Perkins Programs provide workshops on the programs of study that lead to jobs high demand, high wage, high growth industry sectors. Workshops will be offered monthly on programs, career planning, and transition to college. Career pathway maps and other tools will be used as resources to help increase participants' knowledge of the training and career opportunities available in the region. Carl D. Perkins programs also provide career counseling, transition to the workforce, and juggling college and work. These services can be offered on small group settings or workshops with 15 or more participants. Services will be available on a monthly basis or as needed at the One-Stop.
- N. The provision of the Title I Adult, Youth, and Dislocated Worker WIOA services will be provided by the Workforce Development Board 14 which received a waiver from the Governor of Louisiana effective July 1, 2017 to be the provider of these services.
- V. **GOALS:** Jointly, the parties to this Memorandum of Understanding agree to work together to;
- Eliminate the unwarranted duplication of services, reduce administrative costs, and enhance the participation and performance of customers served through the system.
 - Establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.
 - Build a workforce development system that upgrades Louisiana's workplace skills and enhances the economic development of the Northeast Region of Louisiana.

VI. **GENERAL PROVISIONS:** Parties to this Memorandum of Understanding agree jointly to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

The term "access" refers to providing services through one of the following methods:

- Co-location - Program staff from each partner are physically present at the One Stop Center (Business and Career Solutions Center (BCSC) Cross-training - Staff physically present at the BCSC are properly trained to provide information about all programs, services, and activities that may be available to the customer through other parties.
- Direct access through real-time technology - Access through two-way communication and interaction between customers and BCSC partners that result in services being provided. Examples may include the following:
 - Email or instant messages.
 - Live Chat Via Skype or Facetime
 - Identification of a single point of contact for service delivery at each partner program.

All parties agree to:

- Provide core services in the region's One-Stop Centers, as appropriate and needed by the community served. Each agency will be responsible for providing those core services in which they specialize or for which they receive funding and to the extent determined by the program's authorizing statute. At a minimum, Partners will make the services detailed in Attachment II available, as applicable to the program, consistent with and coordinated via the Business and Career Solutions One-Stop network system.
- Participate in the One-Stop collaborative and the Workforce Development Board, and actively contribute to the quality of the local workforce development system.
- Participate in the development of One-Stop Career Center Cost Allocation Plans and Infrastructure Funding Agreements that describe how services will be provided and how the cost of the services and operating cost of the system will be funded, and abide by those plans.
- Comply with One-Stop policies and procedures regarding customer confidentiality, data security, and referrals between partners.
- Participate in and provide training and cross-training, as deemed appropriate, to ensure that One-Stop staff are familiar with all programs contained in the One-Stop, in order to integrate services, reduce duplication, and improve overall service delivery.
- Participate in the development of an integrated case management system, client tracking system, and referral procedures between parties as appropriate and feasible.
- Actively participate in joint case management activities as feasible.

- Assign staff, and contribute furnishings, telecommunications equipment, and other material resources necessary for staff to support the overall operations of the One-Stop Centers.
- Maintain operational control and responsibility for staff assigned to the One-Stop Centers while ensuring that staff adheres to the One-Stop policies and procedures, as developed by the Federal government, State of Louisiana, and the Workforce Development Board, and the One-Stop partners and Administrators.
- Subject to availability and funding agency approval, partner will contribute a fair share of funds proportionate to the use of services by individuals attributable to the partner's programs. Cash or In-kind services consistent with usage of One Stop Centers, including a relative portion of the reoccurring costs associated with the computer system used to track customers and services, as outlined in the One-Stop Centers cost allocation plan.
- Connect with and use the State of Louisiana online reporting system, for all One-Stop communications (as appropriate), case management and client tracking. Parties may maintain and use existing agency specific internal systems independent of the One-Stop network, but must use the One-Stop network for documenting services provided through the One-Stop Centers.
- Assist with the development of a coordinated employer services marketing package.
- Data Sharing - Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.
- Partners further agree that the collection, used, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the WDB-14's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR 361.38.

- Customer data may be shared with other programs, for those programs' purposes, within the AJC network only after the informed written consent of the individual has been obtained, where required.
- Customer Data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794(d)).

All one-stop center and Partner staff will be trained in the protection, use and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

- Confidentiality - All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out the respective responsibilities, each Part shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payment of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreements must comply with the requirements set forth in 34 CFR 361.38.

- Develop and maintain additional participating partners germane to the needs of the communities served.
- Maintain flexible operating hours in the One-Stops to include Monday through Friday 8:00 a.m. through 4:30 p.m., plus evening, flexible, and weekend hours as appropriate needed to serve the job seeker and the employer community.
- Review and revise, annually, the terms of this Memorandum of Understanding.
- Assume liability for its actions and the actions of its agents and hold harmless, defend and indemnify all other parties to this Memorandum from any and all claims for damages, including cost and attorneys' fees resulting, in whole or part, from the Partner or its agents' activities under this Memorandum.

VII. **METHODS OF REFERRAL:** Parties to this Memorandum of Understanding will work together to develop referral procedures that assure quality and convenient services for customers. (See Attachment II - proposed Referral under review by partners.)

VIII. **TERM OF MEMORANDUM OF UNDERSTANDING:** This Memorandum of Understanding Is entered into on _____ 2020. This MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all parties. The MOU is on-going, unless terminated earlier upon ninety-day written notice to all parties via certified U.S. Mail or other equivalent means.

IX. **DISPUTE RESOLUTION:** The One-Stop Centers will function by consensus under the direction of Workforce Board and collaborative. When consensus cannot be reached and the functioning of one or more centers is impaired, those who are parties to the dispute will adhere to the following dispute resolution procedure:

- All parties to the dispute will meet with the One-Stop Operator, Business and Career Solutions Center (BCSC) Local Area Coordinator, and/or the Workforce Board Executive Director. If the One-Stop Operator, BCSC Coordinator and Executive Director is/are unable to resolve the dispute, the dispute will be referred to the One-Stop Center Accountability Committee within ten working days of the meeting with the One-Stop Coordinator/Executive Director.
- If the One-Stop Center Accountability Committee is unable to resolve a dispute to the satisfaction of the parties to the dispute, the complaint shall be submitted in writing to the Executive Committee of the Workforce Development Board within fifteen working days of the initial dispute.

- The Executive Committee of the Workforce Development Board will evaluate the merit of the dispute, consult with the One-Stop Operator and designated representatives of the parties in dispute and may attempt to resolve the dispute through mediation. The Executive Committee shall have thirty working days from first hearing the dispute to issue a written decision.
- If any party to the dispute is not satisfied with the decision of the Executive Committee, the dispute will be referred to an independent council appointed by the Chair of the Board and the Chief Elected Official.
- The action of the independent council shall have thirty work days to hear and make a decision on the dispute and the action of the council shall be final.
- For disputes regarding IFA costs, the following procedure will apply:

Partners will communicate any disputes with costs in the invoice or the adjusted budget to WDB-14 in writing. WDB-14 will review the disputed costs items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, WDB-14 will revise the invoice and the adjusted budget upon resolution of the dispute.

X. **AMENDMENTS AND MODIFICATIONS:** This Memorandum of Understanding may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties and sent certified U.S. Mail. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect. If any provision of this Memorandum of Understanding is held invalid, the remainder of the memorandum shall not be affected.

XI. **GOVERNANCE:** The ultimate accountability and responsibility for the Workforce Innovations Opportunity Act funds rests with the member governments that make up Area 14. The ultimate accountability and responsibility of the One-Stop Center System's organization and accomplishments rests with One Stop partners and the Workforce Development Board 14. Pursuant to the Workforce Innovations and Opportunity Act, the local Board in partnership with the Chief Elected Official shall conduct oversight and monitoring with respect to the One-Stop delivery system. The Board will promote and support the total integration of workforce development services of all system partners. The Board will promote customer choice and satisfaction for internal and external customers of the system; remove external barriers which impede progress and performance. The Board will approve annual and long-range performance standards and goals for the system, review and approve cost allocation plans for the One-Stop Center, establish an evaluation system for measuring customer satisfaction and performance, establish an electronic network for linking all One-Stop partners with the Center and communicate with the community regarding One-Stop and Workforce services.

XII. **SIGNATURES:** Parties to this Memorandum of Understanding agree to all terms and conditions contained herein by signature on the attached page designated for their respective organization.

Both the Chief Elected Official and the Chair of the Workforce Development Board of Area 14 hereby acknowledge their understanding and acceptance of their respective responsibilities related to the Workforce Innovations Opportunity Act and oversight of the One-Stop Center System.

_____ Date _____
Ricardo Smith, Chairperson, WDB-14

_____ Date _____
Peter A. Dufresne, CEO, WDB-14

Attachments to this MOU include:

- I. Co-enrollment/Referral Form
- II. Partner Services
- III Comprehensive One-Stop Operating Budget
- IV. Infrastructure Funding Agreement

**THE ST. CHARLES PARISH BUSINESS AND CAREER SOLUTIONS CENTER
OPERATING BUDGET**

Purpose:

The purpose of this section is to establish a financial plan, including term and conditions, to fund the services and operating costs of the WDB-14 Comprehensive American Job Center – St. Charles Parish Business & Career Solutions Center (BCSC) network. The

Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximized program impact through the sharing of services, resources, and technologies among Partners thereby improving each program's effectiveness,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures costs are appropriately shared by St. Charles Parish BCSC Partners by determining contributions based on the proportionate use of the one-stop center and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget, the master budget that is necessary to maintain the Local WDA's high-standard service delivery network. It includes the following cost categories, a required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services (if applicable).

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

The following Partners are physically co-located in the one-stop center:

- Title I- Adult, Youth and Dislocated Workers
- Wagner Peyser
- PHOCAS (Health Professions Opportunity Grant) (part-time)
- Vocational Rehabilitation
- Senior Community Service Employment Program.

The following Partners are linked virtually through online service access to a program staff member via BCSC resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff that can provide information and referrals:

- Unemployment Insurance
- Adult Education
- Veterans
- National Farmworkers Jobs Program - MET

- Employment and Training Activities - CSBG
- Career and Technical Education - Perkins
- Senior Employment

These services are utilized in direct benefit of the UI, Veterans, MET, and CSBG programs and will be proportionately paid for.

WDB-14 Comprehensive American Job Center

Cost Category	Cost Pool	Cost Item	Allocation Base	Cost Per Year
Infrastructure	Facilities – Direct	Lease – Direct Space	Direct Square Footage	\$ 1,250.00
Infrastructure	Facilities – Common Area	Lease – Common Area	Direct Square Footage	\$ 625.00
Infrastructure	Facilities – Shared	Lease - Resource Area	Modified Direct Square Footage of space to non-Collocated Partners	\$ 1,357.43
Infrastructure	Facilities – Shared	Lease – Career Center/Public RRs	Percentage of total Staff Hours	\$ 436.09
Infrastructure	General Office Expense	Copier Rental / Maintenance	Percentage of total Staff Hours	\$ 1,475.00
Infrastructure	General Office Expense	Postage Rental and Freight	Percentage of total Staff Hours	\$ 10,949.00
Infrastructure	General Office Expense	Telecommunications and Internet	Modified Direct Sq. Ft w /Resource Room Space Non Co-Located	\$ 609.00
Infrastructure	General Office Expense	Office Supplies	Percentage of total Staff Hours	\$ 1,216.00
Infrastructure	General Office Expense	Building/Equipment Maintenance	Direct Square Footage	\$ 3,552.00
			Total Infrastructure Costs	\$ 21,469.52
**				
Career Services	Shared Personnel Costs	Career Center Room Staff Salaries	Percentage of Total Staff Hours	\$ 2,438.71
Career Services	Shared Personnel Costs	Career Center Room Staff Salaries	Percentage of Total Staff Hours	\$ 528.36
			Total Career Services	\$ 2,947.07
			Total Operating Budget	\$ 24,416.59

Cost Allocation Methodology

The Local WDA - St. Charles Parish BCSC selected three different allocation bases to determine overall Partner contributions.

1. Direct Square Footage
2. Modified Direct Square Footage to allocate Resource Room space to Non-Co-located partners, and telephone and internet charges for Resource Room.
3. Percentage of Total Staff Hours
4. Customers Served

This was done in an effort:

- To remedy the imbalance of non-physically represented Partners, and
- To comply with the requirement of Partners 'contributions having to being proportion to the Partners' use of the one-stop center and relative benefit received.

St. Charles Parish Consortium AJC MONTHLY ALLOCATED SHARE OF TOTAL COSTS BY PARTNER															
	Total Shared Costs	Allocation Base	WIOA Title	Wagner Peyser LWC	Jobs for Veterans LWC	TAA LWC	UI LWC	NEEP M.E.T	Senior Employment (N.A.F.H.E.)	Adult Ed L.T.C.T.S	Voc Ed- Carl Perkins LWC	HUD	TANF D.C.S.F	CSBG LWC	
COST AND EXPENSES															
INFRASTRUCTURE															
<i>Facilities costs</i>															
Rent-Direct Space	\$1,250.00	Direct Square Footage	\$846.84	\$293.21	\$93.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.40	\$0.00	\$0.00	\$0.00	\$0.00
Rent-Shared Space (Resource Area)	\$625.00	Customers Served	\$107.98	\$398.43	\$29.17	\$0.00	\$48.21	\$0.00	\$0.00	\$9.64	\$1.93	\$2.41	\$19.28	\$6.03	\$6.03
Rent-Common Areas	\$1,357.43	Direct Square Footage	\$919.62	\$318.41	\$101.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.81	\$0.00	\$0.00	\$0.00	\$0.00
<i>Utilities and Maintenance</i>															
Electricity	\$452.00	Staff Hours	\$275.61	\$155.64	\$10.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.38	\$0.00	\$0.00	\$0.00	\$0.00
General Office Expense															
Telecom and Internet	\$609.00	Staff Hours	\$371.34	\$209.70	\$13.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.98	\$0.00	\$0.00	\$0.00	\$0.00
Office Supplies	\$1,216.00	Staff Hours	\$741.46	\$418.71	\$27.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.91	\$0.00	\$0.00	\$0.00	\$0.00
Postage and Freight	\$10,949.00	Staff Hours	\$6,676.22	\$3,770.10	\$251.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$251.34	\$0.00	\$0.00	\$0.00	\$0.00
Copier Rental	\$1,475.00	Staff Hours	\$899.39	\$507.89	\$33.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.86	\$0.00	\$0.00	\$0.00	\$0.00
Repairs and Maintenance	\$3,552.00	Staff Hours	\$2,165.85	\$1,223.07	\$81.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81.54	\$0.00	\$0.00	\$0.00	\$0.00
Liability Insurance	\$112.34	Staff Hours	\$68.50	\$38.68	\$2.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.58	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INFRASTRUCTURE COSTS	\$21,597.77		\$13,072.81	\$7,333.84	\$645.91	\$0.00	\$48.21	\$0.00	\$0.00	\$9.64	\$1.93	\$2.41	\$19.28	\$6.03	\$6.03
SHARED CAREER SERVICES															
Resource Room Staff Salaries	\$2,438.71	Customers Served	\$421.34	\$1,554.64	\$113.80	\$0.00	\$188.10	\$0.00	\$0.00	\$37.62	\$7.52	\$9.40	\$75.24	\$23.51	\$23.51
Resource Room Fringe Benefits	\$528.36	Customers Served	\$91.29	\$336.82	\$24.66	\$0.00	\$40.75	\$0.00	\$0.00	\$8.15	\$1.63	\$2.04	\$16.30	\$5.09	\$5.09
TOTAL SHARED CAREER SERVICES	\$2,967.07		\$512.63	\$1,891.46	\$138.46	\$0.00	\$228.85	\$0.00	\$0.00	\$45.77	\$9.15	\$11.44	\$91.54	\$28.61	\$28.61
TOTAL COSTS	\$24,564.84		\$13,585.44	\$9,225.30	\$784.36	\$0.00	\$277.06	\$0.00	\$0.00	\$55.41	\$11.08	\$13.85	\$110.82	\$34.63	\$34.63

Cost Reconciliation and Allocation Base Updates

All Partners agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- A. Partners will provide WDB-14 with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
- Quarterly cost information and documentation of the actual costs
 - Updated staffing information (per the 1st day of the 1st month of each quarter), and
 - Actual customer participation numbers (per the last day of the last month of each quarter).

B. Upon receipt of the above information, WDB-14 will:

- Apply the updated allocation bases to determine the actual costs allocable to each partner.
- The WDB-14 will prepare an updated budget document showing costs adjustments and will prepare and invoice, for each Partner with the actual costs allocable to each Partner for the quarter.
- The WDB-14 will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than 30 days after the end of each quarter. The Partners understand that the timeliness of the WDB-14's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information.

C. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to WDB-14 no later than fifteen (15) days following receipt. Payment of invoices signify agreement with the costs in the adjusted budget.

D. Partners will communicate any disputes with costs in the invoice or the adjusted budget to WDB-14 in writing. WDB-14 will review the disputed costs items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, WDB-14 will revise the invoice and the adjusted budget upon resolution of the dispute.

INFRASTRUCTURE FUNDING AGREEMENT

WIOA American Job Center Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including but not limited to:

- * Rental of the facilities,
- * Utilities and maintenance,
- * Equipment, including assessment-related products and assistive technology for individuals with disabilities,

* Technology to facilitate access to the AJC, including technology used for the center's planning and outreach activities, and
 * Office supplies.

All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the AJC or not. Each Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with partner programs' authorizing laws and regulations and the Uniform Guidance.

A. Partners

Partners funding the costs of infrastructure according to this IFA are the same as Identified in the Partners section of the MOU.

B. Infrastructure Budget

Cost Category	Cost Pool	Cost Item	Allocation Base	Cost Per Year
Infrastructure	Facilities – Direct	Lease – Direct Space	Direct Square Footage	\$ 1,250.00
Infrastructure	Facilities – Common Area	Lease – Common Area	Direct Square Footage	\$ 625.00
Infrastructure	Facilities – Shared	Lease - Resource Area	Modified Direct Square Footage of space to non-Collocated Partners	\$ 1,357.43
Infrastructure	Facilities – Shared	Lease – Career Center/Public RRs	Percentage of total Staff Hours	\$ 436.09
Infrastructure	General Office Expense	Copier Rental / Maintenance	Percentage of total Staff Hours	\$ 1,475.00
Infrastructure	General Office Expense	Postage Rental and Freight	Percentage of total Staff Hours	\$ 10,949.00
Infrastructure	General Office Expense	Telecommunications and Internet	Modified Direct Sq. Ft w /Resource Room Space Non Co-Located	\$ 609.00
Infrastructure	General Office Expense	Office Supplies	Percentage of total Staff Hours	\$ 1,216.00
Infrastructure	General Office Expense	Building/Equipment Maintenance	Direct Square Footage	\$ 3,552.00
			Total Infrastructure Costs	\$ 24,416.

B. Cost Allocation Methodology

All Parties agree that the cost allocation methodology for this IFA will be the same as described in the Cost Allocation Methodology section of the Operating Budget (Attachment V) of the MOU.

C. Cost Reconciliation and Allocation Base U date

All Parties agree that the cost reconciliation and allocation base update for the IFA will be the same as described in the Cost Reconciliation and Allocation Base U date section of the Operating Budget (Attachment V) of the MOU.

D. Steps to Reach Consensus

All Parties agree that the steps to reach consensus for the IFA will be the same as described in the Steps to Reach Consensus section of the Operating Budget (Attachment V) of the MOU.

E. Dispute and Impasse Resolution

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the Dispute Resolution section of the MOU.

If Partners in the Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

Note: Failure by only one (1) of the required Partners to reach consensus with respect to the infrastructure costs in the IFA will trigger implementation of the SFA, even if all required Partners except one, agree on the terms of the IFA.

G. State Funding Mechanism Process:

1. Notice of failure to reach consensus given to the Governor.
2. Negotiation materials provided to Governor.
 - * The Local WIOA Plan
 - * The cost allocation methodology or methodologies proposed by the Partners to be used in determining the proportionate share,
 - * The proposed amounts or budget to fund infrastructure costs,
 - * The amount of Partner funds included,
 - * The type of funds (cash, non-cash, and third party in-kind contributions) available (including all documentation on how Partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306),
 - * Any proposed or agreed on AJC budgets (for individual centers or a network of centers), and
 - * Any partially agreed upon, proposed, or draft IFA.
 - * Other material WDB-14 or the Governor deems appropriate.
3. Governor determinations and Calculations: The Governor will:
 - * Determine one-stop center infrastructure budgets,
 - * Establish cost allocation methodology (s),
 - * Determine Partners' proportionate shares,
 - * Calculate statewide caps,
 - * Assesses the aggregate total of infrastructure contributions as it relates to statewide cap, and
 - * Adjust Allocations.

Once all determinations and calculations are completed, the Governor will notify the WDB-14

Chair of the final decision and provide a revised IFA for execution by the Parties.

H. IFA Execution

The IFA becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the processes established under 20 CFR 378.750, 34 CFR 361.750, and 34 CFR 463.750.

I. Modification Process

All Parties agree to abide by the process for modification, as outlined in the Modification Process section of the MOU.

J. Effective Period

This IFA is entered into on January 1, 2018. This IFA will become effective as the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section of the MOU apply.

K. Definitions

One-Stop Delivery System The one-stop delivery system (herein also referred to as the American Job Center network) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop Partners administer separately funded programs as a set of integrated streamlined services to customers. [20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

Required One-Stop Partners

Department of Labor

- WIOA title I programs:
 - Adult, Dislocated Worker, and Youth formula programs;
 - Job Corps (not applicable);
 - Youth Build (not applicable);
 - Native American programs (not applicable);
 - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP),

* Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title 111:

* Senior Community Service Employment Program (SCSEP) authorized under title V of the

Older

Americans Act of 1965;

- * Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- * Unemployment Compensation (UC) programs;
- * Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- * Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education

- * Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- * Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- * The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development

- * Employment and training programs (not applicable);

Department of Health and Human Services

- * Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- * Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b) (1) (B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local Programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the Local WDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance

Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 u.s.c. 201 5(d)(4) and 201 5(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 u.s.c. 732), programs authorized under the National and Community Service Act of 1990 (42 u.s.c. 2501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.41 0; 34 CFR 361.41 0; 34 CFR 463.41 0; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

Infrastructure Costs

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

Additional Cost

Must include the cost of the provision of the career service in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating cost and shared services.

[WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

Shared Operating Costs and Shared Services

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services. [WIOA sec. 121(i)(2); 20 CFR

678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment 11)]

One-Stop Operating Budget

The one-stop operating budget of one-stop centers or American Job Centers (AJC) is the financial plan that the one-stop partners, the CEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121 (c)(2)(A) and 20 CFR 678.500(b)).

The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The one-stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

Infrastructure Funding Agreement (IFA)

The IFA contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly recommend that the Local WDBs, one-stop partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU. IFAs are a mandatory

component of the local MOU, described in WIOA sec. 121(c) and 20 CFR678.500 and 678.755. Similar to MOUs, the Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CEO, and Local WDB participating in the IFA. Changes in the one-stop Partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop. 17-18 and Attachment II]

Funding Types

Cash

* Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

Expenditures incurred by one-stop Partners on behalf of the one-stop center; and * Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

Third-party In-kind

* Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non- one-stop Partner to:

* Support the one-stop center in general; or

* Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361 .720; 34 CFR 361 .760; 34 CFR 463.720; and 34 CFR 463.760]

(The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.)

Allocation

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

[2 CFR 200.4]

Cost Objective

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E-Cost Principles of this Part. See also §§ 200.44 Final cost objective and 200.60 Intermediate cost objective.
[2 CFR 200.28]

AUTHORIZED SIGNATURES

By signing my name below, I, _____ certify that I have read the information contained in the MOU agreement.

My signature certifies my understanding of the terms outlined herein and agreement with:

- _____ The MOU
- _____ The Operating Budget
- _____ The Infrastructure Funding Agreement

I understand that this MOU may be executed in counterparts, each being considered an original and that this MOU expires upon amendment, modification, or termination.

Signature **Date**

Printed Name and Title

Agency Name

Agency Contact Information



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 SIGN A
RENEWAL CONTRACT WITH ELECTRONIC BUSINESS SYSTEMS, INC.**

WHEREAS, St. James Parish Office of Emergence Preparedness maintains an electronic recorder for emergency calls and E-911; and,

WHEREAS, a maintenance agreement is necessary for optimum operation for a one (1) year term at \$7,236.50 and,

NOW THEREFORE BE IT RESOLVED, by the St. James Parish Council, that the St. James Parish President, Peter A. Dufresne, is hereby authorized to sign and/or execute said maintenance agreement with Electronic Business Solutions.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary



DATE: 7/3/2020

Master Post Warranty Services Agreement

This Master Post Warranty Services Agreement (the "Agreement") by and between ELECTRONIC BUSINESS SYSTEMS, INC., ("EBS") a Louisiana corporation having its principal place of business at 12113 Industriplex Blvd. Baton Rouge, LA, and

St. James Parish OEP/911

, having its principal place of business at

5800 LA Hwy 44, Convent, LA 70723

, is entered into as of the date last written on Exhibit A (the "Effective Date").

This Agreement consists of the signature page and the following attachments which are incorporated in this Agreement by this reference:

1. EXHIBIT A: HigherGround Recording System Maintenance Agreement, Equipment List, Summary of Equipment and Signature Page
2. Master Post Warranty Services Agreement Terms and Conditions

**Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
FAX 225-755-8295 TELEPHONE 225-755-8232**



6/30/20
 Exhibit A
 HigherGround Recording System
 Maintenance Agreement / Signature Page

COMPANY: St. James Parish OEP/911
 BILL TO: 5800 LA HWY 44, Convent, LA 70723
 EQUIPMENT LOCATION: PO Box 106, Convent, LA 70723
 TELEPHONE: 225-562-2346
 ATTENTION: Ryan Donadieu
 BILL TO: BR2992

Equipment Description
Software – NG Capture911 , 48 Channel Licenses, Replication, ANI/ALI Integration, CD Playback, Windows 2012 Server
Hardware – C120-000K-R5-V7 Chassis, 2-24 Port Analog Cards, NAS Backup Drive

UNIT	System No.	HG#	BR#	Channels	Installation Date
NG Capture911	135821	B3188	BR2992	48	1/29/15

Part #	Option	Maintenance Plans for Software (S/W) and Hardware (H/W)	Maintenance Cost	TERM
XCA	24X7	24X7 Full Service Onsite Hardware and Software Support Included Monitoring and I'm Alive Notification Service	7236.50	7/25/20 - 7/25/21

//

This Agreement is the complete agreement between the parties hereto concerning the software and hardware maintenance of the HigherGround recording system and replaces any prior or contemporaneous oral or written communications between the parties. In the event of conflict between the terms of this Agreement and the terms of an Exhibit, the terms of the Exhibit shall govern. This Agreement may only be modified by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

ELECTRONIC BUSINESS SYSTEMS, INC. agrees to maintain the HigherGround recording system during the term of this Maintenance Agreement by furnishing service accepted by Customer as indicated below:

Company Name:

Electronic Business Systems, Inc.

Authorized Signature

Claire Griggs

Authorized Signature

PO#

Claire Stelly Griggs, Account Manager

Date:

Date: 7/3/2020

Email this page to:

Claire@EBSbatonrouge.com

Recording System Maintenance Agreement – EXHIBIT A

**Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
 FAX 225-755-8295 TELEPHONE 225-755-8232**



DEFINITIONS:

Customer – The person or company personnel who owns or uses the product.
Fault - any failure of the recording system to perform to its published specifications.
Corrective Action – 1) a replacement, modification or addition that brings the recording system into proper operation according to its published specifications; 2) a procedure or routine that when observed in the regular operation of the recording system, avoids the practical adverse effect of such fault.
Third Party Software – any computer file or executable program or sub-routine not provided as 1) part of the original system, 2) approved in writing by EBS, or 3) created by the system through its normal operation, including malicious viruses, worms and other malware.
Third Party Equipment – any internal or external hardware not provided as 1) part of the original system, 2) approved in writing by EBS.
Normal Wear and Tear – degradation of hardware due to time, normal operating environment and use.
Archive Media – electronic storage configured for long-term data retention including but not limited to: external hard drive, internal and external RAID, floppy disk, magneto-optical disk (i.e. CD, DVD), and magnetic tape.
Acts of God – Any event, natural or unnatural beyond the control of mankind.
Warranty Period – One year from date of original installation and acceptance by the customer

COVERED SERVICE:

Remote software maintenance and other covered services will be performed promptly as updates become available and at any time a recording system fault is reported. EBS will provide reasonable assistance to help Customer operate each new release.

Any hardware maintenance provided will be performed at any time during the hours from 8:00 a.m. to 4:30 p.m. on all days EXCEPT WEEKENDS AND HOLIDAYS unless the 24-hour on-site service applies. (See - **24-HOUR ON-SITE SERVICE PROCEDURE**)

Service required for failures which are not a result of normal wear and tear, or otherwise not covered by this agreement shall be furnished on a TIME AND MATERIALS basis.

EBS shall be responsible for using all reasonable diligence to correct any verifiable and reproducible fault of the recording system when reported to EBS in accordance with its standard reporting procedures. The corrective action when completed may be provided in the form of a “temporary fix” consisting of sufficient programming and operating instructions to effect the correction.

EBS shall maintain a trained staff capable of rendering the services set forth in this Agreement. EBS, at its sole option, may dispatch contracted service personnel to effect on-site repairs.

RESPONSIBILITY OF CUSTOMER:

CUSTOMER recognizes that computer equipment is vulnerable to misuse and neglect and agrees to maintain an environment conducive to computer equipment operation.

CUSTOMER recognizes the vulnerability of the recording system’s operating system and associated software to infiltration of malicious software programs known as “viruses” or “worms”. Customer agrees to bear sole responsibility for ensuring the recording system is protected against such infiltration, eradication of same, and any cost associated with recovering lost or damaged data.

CUSTOMER must be prepared to assist the technician by providing a complete and accurate description of the trouble symptoms over the phone, performing any routine front panel functions including removing and reapplying main power to the unit as instructed.

CUSTOMER has the responsibility to make the recording system accessible to the service representative via remote access for scheduled updates and maintenance at times acceptable to both parties. Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties.

**Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
FAX 225-755-8295 TELEPHONE 225-755-8232**



LIMITATIONS ON CONTRACT SERVICE:

The Maintenance Agreement applies to the recording system and its integral components including peripheral equipment supplied by Electronic Business Systems, Inc. at original installation or through subsequent authorized system upgrade or modification.

The Maintenance Agreement covers repairs and service required as a result of normal use and **DOES NOT COVER** service necessitated by damage incurred in accident, abuse, lightning, water damage, flood or other similar causes.

Third party software, including viruses and worms, third party equipment, telephone company line(s) problems, or any damage to or failure of the system caused by same WILL NOT be covered under this Maintenance Agreement.

NO COVERAGE is extended under this Agreement to batteries or other consumable supplies though specific manufacturers' warranties may apply.

NO COVERAGE is extended under this Agreement to archive media of any type including but not limited to magnetic tape, magneto-optical disk, external hard drive, or other removable media, whether provided as part of the original recording system or subsequently purchased from Electronic Business Systems, Inc., beyond replacement cost of the media. ELECTRONIC BUSINESS SYSTEMS, INC. IS NOT responsible for, and Customer agrees not to hold ELECTRONIC BUSINESS SYSTEMS, INC. liable for lost data. Any cost involved attempting to recover lost or damaged data will be the sole responsibility of Customer.

EBS's obligations under this paragraph do not extend to any claims arising from any modification not made by EBS or from the use or combination of the software provided by EBS with products provided by CUSTOMER or others.

TIME AND MATERIAL SERVICE:

Time and material service shall be provided when requested by customer for services not included under this contract and shall be furnished in accordance with the service requested.

An additional charge will be made for travel time, mileage and/or components used to effect repairs not otherwise covered by this Maintenance Agreement at the current labor and mileage rates and parts pricing.

Prior to commencing any work that is not covered by the Maintenance Agreement, EBS will submit a written estimate of the labor and material charges and obtain the written approval for such work by the Customer. Customer shall not be liable for any work performed without Customer's written approval.

INDEMNITY:

EBS shall indemnify and hold CUSTOMER harmless from any and all claims, suits, loss or damages sustained or alleged by EBS's employees, agents, or contractors which are made against CUSTOMER, CUSTOMER's employees or officers where such claims, suits or damages in any way arise out of or in connection with EBS's employee's, contractor's, subcontractor's or agent's presence on CUSTOMER's property or work performed on CUSTOMER's property.

LIMITATION OF LIABILITY:

EBS shall not be liable for any loss or damage suffered by the CUSTOMER caused by "Acts of God" or from any other cause beyond the control of EBS, and CUSTOMER, by signing this Agreement, acknowledges and agrees to this provision.

EXCEPT AS PROVIDED HEREIN, EBS's MAXIMUM LIABILITY WILL BE LIMITED IN ANY EVENT TO ACTUAL DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY THE ACTS OR OMISSIONS OF EBS, SUBJECT TO A MAXIMUM LIABILITY OF THE ANNUAL AMOUNT PAID FOR SERVICE WHICH DIRECTLY CAUSED SUCH DAMAGE. IN NO EVENT WILL EBS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF COMPUTER NETWORKS, SYSTEMS OR DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF EBS HAS BEEN ADVISED AS

**Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
FAX 225-755-8295 TELEPHONE 225-755-8232**



TO THE POSSIBILITY OF SAME. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY.

ENTIRE AGREEMENT:

EBS has not made nor is CUSTOMER relying upon any representations other than those specifically set forth herein. Both parties concur that the entire Agreement between the parties is set forth herein. Additions, deletions or changes to this Agreement must be in writing and signed by EBS and CUSTOMER to become effective. This Agreement, additions, deletions or changes to this Agreement shall be null and void unless signed by an Officer of EBS.

SURVIVABILITY:

If any one or more of the provisions of this Agreement, or the application of such provisions to the CUSTOMER, EBS or any circumstances shall be held invalid, the remainder of this Agreement shall remain in full force and effect.

If for any reason this Agreement between CUSTOMER and EBS is terminated, abridged, canceled, breached or nullified, both parties agree that any license agreement, confidentiality or non-disclosure agreements executed between both parties shall remain in effect in perpetuity.

TERM AND TERMINATION:

The term of this Agreement shall commence on the Effective Date and continue unless terminated in accordance with this section. The term of service hereunder shall commence on the date set forth on the Exhibit A. The term shall continue for a period of one (1) year and may be renewed for successive one (1) year terms for each Equipment List under the terms of this Agreement upon customer submitting a renewal purchase order no later than thirty (30) days prior to the date of such renewal or unless at least thirty (30) days prior to the date of any such renewal either party provides notice to the other party of its intention not to renew:

- (i) A portion of the product listed on the Exhibit A
- (ii) This Agreement together with all equipment lists (Exhibit A)

ARBITRATION:

If a dispute arises from or relates to this agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation before a single mediator in EBR Parish, LA, administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any unresolved controversy or claim arising out of or relating to the agreement or breach thereof shall be settled by arbitration before a single mediator in EBR Parish, LA, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties agree, the mediator involved in the parties' mediation may be asked to serve as the arbitrator.

The prevailing party is entitled to legal fees, including but not limited to attorney fees.

**Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
FAX 225-755-8295 TELEPHONE 225-755-8232**



ANTI-VIRUS SOFTWARE NOTICE

To prevent potential conflicts with other existing anti-virus programs which may be operating on your network, anti-virus software is not included with the recording system. However, because of the potential damage computer viruses can do, Electronic Business Systems, Inc. strongly suggests the purchase of anti-virus protection to be installed and kept current on all recording system servers. There are several anti-virus programs commercially available and we make no specific recommendation other than the program should include current updates. This should be discussed with your IT administrator.

Should your recording system become infected with a computer virus, it will be your responsibility to eradicate the virus before Electronic Business Systems, Inc. performs any further maintenance which may be required.

If requested, Electronic Business Systems, Inc. will assist in the removal of a virus infection during normal business hours only at standard time-and-materials rates.

MICROSOFT OS UPDATE NOTICE

Windows updates and security patches are performed by EBS technical personnel only if required to correct an otherwise warrantable defect. Routine Windows updates and security patches are not managed by HigherGround or EBS as some require a hard reboot or other front-panel user intervention and may potentially involve some amount of downtime. All bona fide Microsoft released Windows patches and updates are approved for the respective operating system running on each recording chassis, however, it is up to the customer's IT personnel to manage these. It is recommended that updates be set to automatically download but be manually installed. This should be discussed with your IT administrator.

If requested, Electronic Business Systems, Inc. will assist in performing OS updates and security patches during normal business hours only at standard time-and-materials rates.

LIGHTNING / WATER DAMAGE NOTICE

Lightning and water damage are not covered under the maintenance agreement. It is highly probable that the full extent of the damage could never be accurately determined as dormant issues may not show up for months even though the system may appear to be working after sustaining lightning or water damage. As such, EBS will not continue to cover the system against future service issues.

Lightning can enter a system through any external connection including power, network, data or audio.

It is generally our recommendation, whenever a system experiences lightning or water damage, that the system be replaced in its entirety.

**Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
FAX 225-755-8295 TELEPHONE 225-755-8232**



BUSINESS DAY ON-SITE MAINTENANCE (SWB):

1. 24-hour remote monitoring of system performance and fault notification (*remote access required)
2. All labor required for remote updates (as they become available) of HigherGround software;
3. All labor required for software maintenance and remote support
4. All labor required for repairs during normal business hours;
5. All travel time and mileage required to transport personnel and equipment for the performance of maintenance on recording system hardware during normal business hours.

24-HOUR ON-SITE SERVICE (XCA) IF APPLICABLE:

Additionally includes:

1. All labor required during non-business hours to restore the primary function of the system;
2. All travel time and mileage required to transport personnel and equipment for the performance of maintenance on recording system during non-business hours to restore the primary function of the system.

***ALL EQUIPMENT MUST HAVE A VALID SERIAL NUMBER**

NOTE: Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties. If Customer desires automatic trouble reporting, daily status notification and / or 24-hour monitoring, this access must be dedicated.

†NOTE: Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties. If Customer desires automatic trouble reporting, daily status notification and / or 24-hour monitoring, this access must be dedicated.

Payment in-full for the selected Tier above must be received by EBS prior to performance of any covered service action. If a lapse in coverage occurs, EBS reserves the right to inspect the system to ensure proper working condition prior to final acceptance of the Maintenance Agreement. Additional charges may apply to correct any malfunction should a lapse in maintenance coverage occur.

**Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
FAX 225-755-8295 TELEPHONE 225-755-8232**



24-HOUR ON-SITE SERVICE PROCEDURE

ELECTRONIC BUSINESS SYSTEMS, INC. agrees to provide service to the covered voice logging equipment whether warrantable or non-warrantable at the customer's request for any PRIMARY FAILURE that may arise after normal business hours. A primary failure is a failure of the voice logging equipment to perform its primary function of recording. Normal response time is within 30 minutes, whether during normal business hours or not.

After business hours service will be limited to actions required to correct a primary failure to include complete replacement if necessary. All other service will be scheduled for normal business hours, 8:00 a.m. to 4:30 p.m. Monday through Friday as per Maintenance Agreement. Services performed during non-business hours for non-warrantable failures will be billed at overtime rates beginning from the technician's point of departure.

Trouble Reporting: CUSTOMER will contact the on-call technician by calling (800) 299-3066, and leaving a detailed message of the problem, a call back number and contact name. If no response is received within fifteen (15) minutes, CUSTOMER should make subsequent attempts every fifteen (15) minutes.

Trouble Response: The service technician, upon receiving the page, will first attempt to correct the failure remotely. If it is determined that the primary failure cannot be rectified remotely, a technician will be dispatched to CUSTOMER's site with appropriate replacement equipment and/or repair parts sufficient to restore primary function. Response time will include drive time to Electronic Business Systems, Inc.' repair facility for the technician to pick up any necessary equipment before going to CUSTOMER's site. In the event that it is determined that it would be impractical to attempt on-site repair after hours, or there is no reasonable expectation of restoring primary function, a technician will be dispatched at the earliest opportunity when a reasonable expectation of successful repair exists.

NOTE: The 24-HOUR ON-SITE SERVICE PROCEDURE ADDENDUM applies only to 24X7 Maintenance Agreements.

Recording System Maintenance Agreement – 24-hour Addendum

**Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
FAX 225-755-8295 TELEPHONE 225-755-8232**



SERVICE PROCEDURE

Reporting Trouble or Technical Questions

1. Contact the on-call technician by calling:
225-755-8232 or 800-299-3060
And select #2 for HigherGround.
2. Provide a detailed message of the problem, a call back number and contact name.
3. If no response is received within two (2) hours, customer may call the back-up service cell phone at 225-268-2210.
4. If it is not an emergency you can also email:
RussDavis@EBSbatonrouge.com

Russ Davis
EBS Technical Support

(225) 755-8232 Work
(225) 268-2210 Mobile
HGservice@ebsbatonrouge.com

12113 Industriplex Blvd.
Baton Rouge, LA 70809

Claire Griggs

EBS
Account Manager
(225) 755-8232 Work
(225) 978-0989 Mobile
claire@ebsbatonrouge.com

12113 Industriplex Blvd
Baton Rouge, LA 70809
<http://ebsbatonrouge.com/higher-ground/>

*Electronic Business Systems, Inc. 12113 Industriplex Blvd., Baton Rouge, LA 70809
FAX 225-755-8295 TELEPHONE 225-755-8232*

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

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

**A RESOLUTION ACCEPTING THE BID OF NCMC, LLC FOR THE
MOLAISON SEWER FACILITY FOR ST. JAMES PARISH**

WHEREAS, the St. James Parish Council did cause the advertisement of and received bids on Monday, June 22, 2020, as prescribed by law, for the St. James Parish Molaison Sewer Facility; and,

WHEREAS, the bids were given due and proper consideration as to specifications and cost:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council, upon the recommendation of the Parish President's Office, that the low bid with a base bid of \$572,000.00 Alternate No. 1 in the amount of \$73,820.00, Alternative No. 2 in the amount of \$7,500 in which total base bid plus alternates \$653,320.00 was submitted by NCMC, LLC of Baton Rouge, LA is hereby accepted; and,

BE IT, FURTHER, RESOLVED that Parish President Peter Dufresne is hereby authorized and empowered to sign a construction contract for and on behalf of St. James Parish with NCMC, LLC., upon receipt of the performance bond in the amount of the contract price; and,

BE IT, FURTHER, RESOLVED that upon receipt of the required certificates of insurance evidencing coverage, as provided in the project specifications, and upon execution and recordation of all contract documents, the Engineer is hereby authorized to issue the Notice to Proceed to the Contractor to commence construction of the project.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

**MASTER CONTRACT
for
PUBLIC WORKS/CONSTRUCTION**

BE IT KNOWN that on this ____ day of _____, 20__,

St. James Parish Government, by and through the Office of the Parish President (hereinafter sometimes referred to as the "OWNER"), as approved by Resolution adopted by the Parish Council of St. James on the ___ day of _____, 2020.

And

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

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

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

1. SCOPE OF SERVICES/WORK

- A. CONTRACTOR shall complete all WORK as specified or indicated in the Contract Document including this Master Contract for Public Works/Construction and the Standard Form Agreement attached hereto made a part of as **Exhibit A** in conjunction with:

**Molaison Sewer Facility
A/E Project No# 20-1317**

- B. The Scope of services to be provided by the Consultant may be entered as a scope document, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as an Exhibit and made a part hereof as if written herein in full. All work shall be under the direction of the _____ of the _____ Department, hereinafter called the **PROJECT MANAGER**, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

- C. The compensation to the Provider for these services shall be set out in the attached scope document, Task Order, or written proposal signed by both parties to this contract.
- D. There will be absolutely no fees or charges paid to Provider to cover overhead costs, general expenses, capital expenses, expenses for principal/branch/field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever. In each case, the work is initiated only upon receipt of a written work order from the PROJECT MANAGER, all which must include the maximum fee to be charged.

2. TERM OF CONTRACT

- A. The Work will be substantially completed within 200 calendar days from the date identified on the Notice to proceed from the Engineer.
- B. The Notice to Proceed shall be issued within thirty (10) days from the execution of this contract unless the Owner or Owner's representative and the Contractor agree in writing to another specified date.
- C. This construction contract shall remain in full force and effect until all work has been completed and accepted by OWNER and all payments required to be made to Contractor.
- D. However, this contract may be terminated for any of the following:
 - 1. As per the terms and conditions of Paragraph 15 and/or
 - 2. As per operation of law, and/or
 - 3. As per agreement between the parties, and/or
 - 4. As per the Parish Charter.

3. ENGINEER

- A. The Drawings have been prepared by Engineer, PEO., the *Meyer's Engineers, Ltd* who is hereinafter call ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

4. PROJECT SCHEDULE

- A. CONTRACTOR shall submit and strictly adhere to a project construction schedule throughout the allocated contract and associated time frame. CONTRACTOR is aware that OWNER may have a representative at each site where WORK is being performed

and that CONTRACTOR needs to coordinate with the OWNER'S REPRESENTATIVE or PROJECT MANAGER where Work on the CONTRACT will be performed. CONTRACTOR will coordinate with the OWNER'S REPRESENTATIVE by strictly following the project construction schedule or Progress Schedule. OWNER recognizes and understands that changes in project construction schedule or Progress Schedule may become necessary during the course of the project. However, in the event of any such change, the CONTRACTOR shall notify the OWNER'S REPRESENTATIVE **in writing** of a proposed change. Said written notice shall be provided at least 12 hours prior to the revised construction activity. Said notice shall be provided by emailing notice of change to (*email address of contact*) and (*email address of contact*) and other contacts including testing company that is a team for member for the project.

- B. Should the CONTRACTOR fail to timely notify the OWNER'S REPRESENTATIVE of such change, the OWNER'S REPRESENTATIVE will document the CONTRACTOR'S failure to notify of the change in work and SHALL assess stipulated damages as follows. For EACH failure to notify the OWNER'S REPRESENTATIVE of any change in the project construction schedule or Progress Schedule, the CONTRACTOR AGREES TO PAY **\$150.00 per failure to notify the OWNER'S REPRESENTATIVE**. CONTRACTOR agrees that these stipulated damages reflect the lost time, manpower, and mileage incurred by OWNER attempting to locate the CONTRACTOR where a change in schedule occurs and the required notice was not provided. CONTRACTOR further agrees that **said amount shall be paid** by directly reducing the amount of monthly invoices/pay applications by the amount of penalties issued. The Penalty fees shall be itemized on monthly invoices.

5. LIQUIDATED DAMAGES

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in section 2 above, plus any extensions thereof allowed in accordance with the contract conditions and approved time changes thereto. There are delays, expenses and difficulties involved in proving in a legal arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount of **One thousand (\$1000.00) Dollars** for each day that expires after the time specified in section 2 for Substantial Completion until the Work is substantially complete.

6. CONTRACT PRICE

- A. OWNER shall pay CONTRACTOR for completion of the Work completed in accordance with the Contract Documents in the amount specified therein, subject to

adjustment as provided in the Contract Documents or amendments thereto. This is unit price contract based on the estimated quantities and unit cost awarded with an estimated total of **\$653,320.00**.

7. PAYMENT PROCEDURES

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. Invoices for services shall be submitted by CONTRACTOR to the OPERATIONS DEPARTMENT for review and approval:

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

- C. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, once each month during construction. All progress payments will be on the basis of progress of the Work measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in each case of Unite Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Payment will be made on work that that been installed, inspected, tested, verified, and done so to the satisfaction of the engineer.
- D. Pursuant to La. R.S. 38:2248 (Public Contract Law), Owner shall withhold retainage from each progress payment until payment is due under terms and conditions governing substantial completion or final payment. Retainage shall be ten percent of the amount of work completed to date if the contract amount is up to \$500,000 and five percent of the work complete to date if the contract amount is over \$500,000.
- E. **Fuel or Asphalt/Concrete Adjustments.** There shall be NO adjustments for prices or costs of any fuel or asphalt/concrete on this project, arising out of the work on this project/contract, or arising out of this contract. Further, the CONTRACTOR hereby waives any price adjustment for fuel or asphalt/concrete or the ability or right to request any price adjustment for fuel or asphalt/concrete. Particularly, the Louisiana DOTD provisions (or any such or similar provisions by any other third party) pertaining to or related to fuel or asphalt/concrete adjustments are not part of this contract, are not incorporated by reference or otherwise in this Contract, and shall not apply in any form or fashion to the contract. Any language in this Contract which implies that the CONTRACTOR may obtain an adjustment in price for fuel or asphalt/concrete is

hereby to be interpreted that CONTRACTOR shall **not** receive any such adjustment. CONTRACTOR shall not assert that any language in the CONTRACT creates any vagueness or ambiguity in the CONTRACT entitling CONTRACTOR to price adjustments for fuel or asphalt/concrete. CONTRACTOR hereby waives any right or ability to request any price adjustment for fuel or asphalt/concrete and CONTRACTOR shall **not** submit any request for any change in price for fuel or asphalt/concrete adjustments to the OWNER in any form.

- F. **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions and Supplementary Conditions SC-9.03(B) (13). OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.
- G. There shall be no fees charged by, nor paid to, CONTRACTOR for consultation with the Parish.
- H. CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said CONTRACTOR'S obligation and identified under Federal Tax Identification Number as listed in the Scope.
- I. The Parish agrees to make payment to CONTRACTOR for services upon receipt and approval of each invoice. The Parish will pay CONTRACTOR the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
- J. Other than the fee schedule herein, there will be absolutely no additional fees due CONTRACTOR to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

8. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR is familiar with the nature and extent of the Contract Documents. Work site, locality and all local conditions and Laws and Regulations that in any manner may

affect cost, progress, performance or furnishing of the Work.

- B. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- C. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- D. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

9. CONTRACT DOCUMENTS

The Contract Documents which comprise of the contract between OWNER and CONTRACTOR, attached hereto and made a part hereof, consist of the documents listed in Table of Contents, and the documents identified below.

- a. CONTRACTOR Bid Documents
- b. Bid Bonds
- c. Agreement
- d. Payment Bond
- e. Performance Bond
- f. Notice of Award
- g. Notice to Proceed
- h. Technical Specifications prepared by engineer
- i. Standard General Conditions
- j. Drawings prepared by engineers

10. CONTRACTOR DOCUMENTS

- A. The CONTRACTOR shall also furnish sufficient as-built sets of plans, specifications & contract document.
- B. All data collected by the CONTRACTOR and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The CONTRACTOR shall furnish to the PROJECT MANAGER originals of any project

documents used in completion of the project or in any way related to this project to the Project Manager.

- C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the CONTRACTOR. CONTRACTOR has the duty to and must confirm and verify all information contained therein.
- D. Construction Documents. The CONTRACTOR shall use the most current versions of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the CONTRACTOR but shall remain the property of the Owner to the extent the Owner has a property interest therein.
- E. Notwithstanding any Section hereinafter, there will be retention of all related records:
 - (1) All records, reports, documents and other material delivered or transmitted to CONTRACTOR by Parish shall remain the property of Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR'S expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by CONTRACTOR in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR'S expense, at termination or expiration of this contract.
 - (2) The Parish and CONTRACTOR acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. CONTRACTOR further agrees that CONTRACTOR will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of CONTRACTOR or Parish related to this contract.
 - (3) CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
 - (4) CONTRACTOR shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:

(a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved, close out has been issued.

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

- F. In the event there is re-use of any documents created by CONTRACTOR, CONTRACTOR invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- G. The Parish agrees not to use CONTRACTOR'S work product on any other project without the express written notice to the CONTRACTOR.
- H. All of CONTRACTOR'S pre-existing or proprietary computer programs, software, information, standard details or material developed by CONTRACTOR outside of this agreement shall remain the exclusive property of the CONTRACTOR.

11. NON-ASSIGNABILITY

- A. CONTRACTOR shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the CONTRACTOR from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12. BUDGET LIMITATION

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

13. INSURANCE

- A. The CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of Ascension, in writing, on all of the required coverage provided to St. James Parish. Where possible, all policies and notices should name the CONTRACTOR and Parish. The Parish may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
 - 1. The CONTRACTOR'S insurers will have no right of recovery or subrogation against the Parish of Ascension, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 - 2. The Parish of St. James shall be named as additional named insured with respect to automobile and general liability.

3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. James for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the CONTRACTOR.
- C. Prior to the execution of this agreement, the CONTRACTOR shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of St. James by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.
1. Worker s compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
 2. Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion, collapse and underground coverage. Not needed for design
 3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
 4. An umbrella policy or excess policy may be used to meet minimum

requirements where applicable.

5. All policies of insurance shall meet the requirements of the Parish of St. James prior to the commencing of any work. The Parish of St. James has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. James as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the CONTRACTOR shall promptly obtain a new policy, timely submit same to the Parish of St. James for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by CONTRACTOR. In the event that Parish cannot agree or otherwise authorize said carrier, CONTRACTOR shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of CONTRACTOR and thereafter deduct from CONTRACTOR'S fee the cost of such insurance.
 6. Upon failure of CONTRACTOR to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of Ascension, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to maintain insurance shall not relieve the CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR concerning indemnification.
 7. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. CONTRACTOR shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. James on an annual basis or as may be reasonably requested.

14. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The CONTRACTOR shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a CONTRACTOR, including but not limited to those that may be required by this State and/or Parish. The CONTRACTOR agrees to renew and or keep current all licenses and commissions herein. The CONTRACTOR agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of Ascension.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding St. James Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the CONTRACTOR, CONTRACTOR shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from CONTRACTOR any damages for its errors and omissions.
- C. The CONTRACTOR shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm or generation for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by CONTRACTOR, its agents, servants, or employees while engaged in connection with services required to be performed by the CONTRACTOR under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the conduct or the CONTRACTOR.
- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and CONTRACTOR.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of Ascension, State of

Louisiana. It is also understood and agreed that the laws and ordinances of St. James shall apply.

- G. In the event that the CONTRACTOR modifies the Parish's contract documents without the expressed prior written consent of the Parish, the CONTRACTOR shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the CONTRACTOR'S deviation from the Parish's contract documents.
- H. CONTRACTOR agrees to a covenant against contingent fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used

interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "Parish" and "the Parish of Ascension" may be used interchangeably.

- O. Conflict of Interest: it is understood and agreed between the parties hereto that CONTRACTOR is not retained exclusively by the Parish but that the Parish may retain other CONTRACTORS during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged CONTRACTOR, the CONTRACTOR agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will CONTRACTOR take any action on behalf of the Parish directly adverse to any other client.
- P. CONTRACTOR warrants that CONTRACTOR is qualified to perform the intended purposes of this agreement. In the event that CONTRACTOR becomes not fit nor qualified for any reason whatsoever, then CONTRACTOR agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that CONTRACTOR is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then CONTRACTOR agrees to withdraw from this agreement.
- Q. CONTRACTOR specifically agrees and understands that CONTRACTOR shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. CONTRACTOR agrees to ensure that its personnel are, at all times, educated and trained, and further, that CONTRACTOR and its personnel will perform all work and services in a workmanlike and professional manner.
- S. CONTRACTOR recognizes and understands that time is of the essence. CONTRACTOR agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. CONTRACTOR shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the CONTRACTOR, it's agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the action or omission to act of the CONTRACTOR.

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

15. TERMINATION AND SUSPENSION

A. Termination for Cause

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

B. Termination for Convenience

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

C. Right to Cancel

- (1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of

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

- D. Additional Causes for Termination or suspension:
1. By mutual agreement and consent of the parties hereto.
 2. By the Parish as a consequence of the CONTRACTOR'S failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the CONTRACTOR.
 3. By either party upon failure of the opposing party to fulfill its obligations as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
 4. In the event of the abandonment of the project by the Parish.
 5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.
- E. Upon termination, the CONTRACTOR shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.
- F. Upon termination, the CONTRACTOR shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the CONTRACTOR'S personal and administrative files.
- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. CONTRACTOR shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive

discretion of the Parish at any time herein.

- I. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel as provided on the fee schedule of the Louisiana Attorney General or in the private sector, whichever is greater. The parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.
- J. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- K. As to the filing of bankruptcy, voluntarily or involuntarily, by CONTRACTOR, CONTRACTOR agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that CONTRACTOR is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of CONTRACTOR as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

16. AUDITORS

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

17. DISCRIMINATION CLAUSE

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

18. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the CONTRACTOR shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the CONTRACTOR arising from the performance of its services under this agreement. The CONTRACTOR shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. CONTRACTOR hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. CONTRACTOR agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. CONTRACTOR agrees to indemnify and hold the Parish

harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of CONTRACTOR as independent contractor.

- C. CONTRACTOR further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. CONTRACTOR agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make CONTRACTOR an employee of the Parish nor create a partnership between CONTRACTOR and the Parish.
- E. CONTRACTOR acknowledges exclusion of Workmen's Compensation Coverage. CONTRACTOR acknowledges of the exclusion of Unemployment Compensation coverage.
- F. CONTRACTOR agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that CONTRACTOR, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

19. NOTICES

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

Parish of St. James: Operations Department
 P.O. Box 106
 Convent, LA 70723

Contractor: (insert company name)

20. AUTHORITY TO ENTER CONTRACT

The undersigned representative of CONTRACTOR warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that CONTRACTOR provide a certified copy of a corporate

resolution authorizing the undersigned to enter and sign this agreement in the event that CONTRACTOR is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

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

WITNESSES

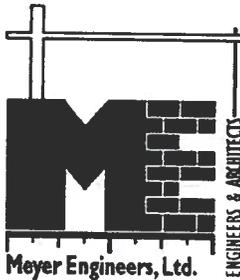
Title: Parish President
St. James Parish Government
Date: _____

WITNESSES

Title: _____
Company Name _____
License No. _____
Date: _____

Richard C. Meyer, P.E.
President
David H. Dupré, P.E.
Vice President

Mark A. Schutt, P.E.
Ann M. Theriot, P.E.
Eric M. Colwart, P.E.
Kenneth J. Belou, P.E.
Raymond G. Hartley, P.E.
Robert W. Klare, P.E.
Donovan P. Duffy, P.E.
Randall G. Oustalet, P.E.
Christopher Rowan, P.E.



Charles E. Meyer, P.E.
Executive Vice President
Jitendra C. Shah, P.E.
Vice President

James J. Papia, AIA, NCARB, CSI
Adrianna G. Eschete, LEED, AP
June Y. Tran, AIA
Don P. Mauras, Architect
Elena G. Anderson, NCIDQ, IIDA
Jennifer M. Wickham, AIA, NCARB
Raymond Brown, AIA

June 23, 2020

Mr. Rick Webre
St. James Parish Government
P.O. Box 106
Convent, Louisiana 70723-0106
EMAIL: rick.webre@stjamesla.com

Re: St. James Parish Molaison Sewer Facility
A/E Project No. 20-1317

Dear Mr. Webre,

We have reviewed the bids on the above referenced project. The low bidder was NCMC, LLC, 14545 Barringer Court in the amount \$653,320.00 which represents Base Bid in the amount of \$572,000.00, Additive Alternate No. 1 in the amount of \$73,820.00 and Additive Alternate No. 2 in the amount of \$7,500.00.

We recommend awarding the Contract to NCMC, LLC in the amount of \$653,320.00 which includes Base Bid and Additive Alternate Nos. 1 & 2.

Contract completion time is Two Hundred (200) days. A copy of the bid tabulation and bid comparison is enclosed.

Sincerely,

Meyer Engineers, Ltd.

Donovan P. Duffy, P.E.

DPD/bgc

Enclosures

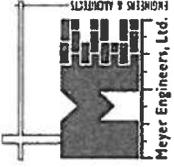
METAIRIE OFFICE
t | 504.885.9892 f | 504.887.5056
4937 Hearst Street, Suite 1B, Metairie, Louisiana 70001

PRAIRIEVILLE OFFICE
t | 225.677.0901
36505 Oak Plaza Ave., Suite A, Prairieville, Louisiana 70869

MAIL: P.O. Box 763 | Metairie, Louisiana 70004
E-MAIL: meyer@meyer-e-l.com

201317TAB

**BID TABULATION
ST. JAMES PARISH MOLAISSON SEWER FACILITY
A/E PROJECT NO. 20-1317**



MEYER ENGINEERS, LTD.
BID DATE: JUNE 22, 2020

BIDDER	LICENSE NUMBER	BASE BID	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3	ADDENDUM(S)		SURETY	CORPORATE RESOLUTION
						1	2		
BYRON E. TALBOT CONTRACTOR, INC. P.O. BOX 5658 THIBODAUX, LA. 70302	12198	\$610,000.00	\$149,500.00	\$60,000.00	\$25,000.00	✓	✓	✓	✓
VOLUTE, INC. 313 VENTURE BOULEVARD HOUMA, LA. 70360	29848			NO BID					
WATERTECH CORPORATION 510 E. GIBSON STREET COVINGTON, LA. 70434	44120			NO BID					
BAKER PILE DRIVING & SITE WORK, LLC 1051 RONALD REAGAN HIGHWAY COVINGTON, LA. 70433	39613	\$996,360.00	\$167,612.50	\$69,000.00	\$0.00	✓	✓	✓	✓
NCMC CONSTRUCTION 14545 BARRINGER COURT BATON ROUGE, LA 70809	8999	\$572,000.00	\$73,820.00	\$7,500.00	\$26,000.00	✓	✓	✓	✓
LA CONTRACTING ENTERPRISE, LLC 1645 SAINT PATRICK STREET THIBODAUX, LA. 70301	34263	\$594,240.00	\$142,850.00	\$12,000.00	\$25,000.00	✓	✓	✓	✓
ONSHORE MATERIALS, LLC 163 PETERS STREET THIBODAUX, LA. 70301	48869			NO BID					
FORET CONTRACTING GROUP, LLC P.O. BOX 70 THIBODAUX, LA. 70302	44882			NO BID					

201317BC

BID COMPARI
 ST. JAMES PARISH MOLAS
 AE PROJECT NO - 11
 BID DATE UN

BID DATE UN
 22, 2020

DESCRIPTION: REF. NO.	QUANTITY:	MEASUREMENT	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	NCKC LLC		CONTRACTING ENTERPRISE LLC		BYRON E. TALBOT CONTRACTOR, INC.		BAKER PILE DRIVING & SITE WORK, LLC	
					UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	LB	\$374,885.00	\$374,885.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$610,000.00	\$610,000.00	\$996,360.00	\$996,360.00
2	45	EA	\$90,000.00	\$90,000.00	\$26.00	\$26.00	\$60,750.00	\$60,750.00	\$2,000.00	\$2,000.00	\$3,162.50	\$3,162.50
3	3,000	EA	\$4.00	\$12,000.00	\$	\$	\$	\$	\$14.00	\$42,000.00	\$5.75	\$17,250.00
4	7	Y	\$4.00	\$28.00	\$	\$	\$	\$	\$2,500.00	\$17,500.00	\$1,150.00	\$8,050.00
5	1	EA	\$15,000.00	\$15,000.00	\$	\$	\$12.00	\$12.00	\$50,000.00	\$50,000.00	\$69,000.00	\$69,000.00
6	1	EA	\$25,000.00	\$25,000.00	\$	\$	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00

DESCRIPTION:	QUANTITY:	MEASUREMENT	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
BASE BID				\$574,885.00
ALTERNATE NO. 1				\$238,000.00
ALTERNATE NO. 2				\$13,000.00
ALTERNATE NO. 3				\$30,000.00
BASE BID + ALTERNATE NOS. 1 & 2				\$877,885.00

DESCRIPTION:	QUANTITY:	MEASUREMENT	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
BASE BID				\$574,885.00
ALTERNATE NO. 1				\$584,000.00
ALTERNATE NO. 2				\$142,600.00
ALTERNATE NO. 3				\$12,000.00
BASE BID + ALTERNATE NOS. 1 & 2				\$1,232,972.50

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and



**AMERICAN CONSULTING
ENGINEERS COUNCIL**

Issued and Published Jointly By



**National Society of
Professional Engineers**
Professional Engineers in Private Practice



**AMERICAN SOCIETY OF
CIVIL ENGINEERS**

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

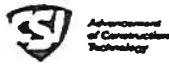
This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

MS970416

00502 - 1

EJCDC No. 1910-8-A-1 (1996 Edition)

Note to User

Certain states and federal agencies require provisions in public contracts which permit Contractors to deposit acceptable securities with Owner or a stakeholder in lieu of retainage. Many Owners will not accept this procedure except where required by Laws or Regulations. In the event such a procedure is required, the provisions of this Agreement and possibly those of the other Contract Documents dealing with retainage should be amended, and an attorney should be consulted to prepare the revised language. Among the issues to be addressed by such language are: initial and subsequent valuations of the securities, right to withdraw excess collateral and obligation to deposit additional collateral as market value changes, who is entitled to interest and dividends on deposited collateral, responsibilities of stakeholder, may collateral be freely sold in the event of Contractor default and method of such sale, and application of Uniform Commercial Code and state and federal security laws to the arrangement.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

MS970416

00502 - 2

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between NCMC, LLC
(hereinafter called OWNER) and St. James Parish
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: St. James Parish Molaison Sewer Facility
A/E Project No. 20-1317

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: St. James Parish Molaison Sewer Facility
A/E Project No. 1317

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Meyer Engineers, Ltd.

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:



All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

UNIT PRICE WORK

No.	Item	Unit	Estimated Quantity	Unit Price	Total Estimated
-----	------	------	-----------------------	------------	--------------------

See Attached Bid

			Six Hundred Fifty-Three Thousand		653,320.00
TOTAL OF ALL UNIT PRICES			Three Hundred Twenty and 00/100	\$	(dollars)
			(use words)		

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

NOTES TO USER

1. If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See BF-4.
2. Depending upon the particular project bid form used, use A-5.01.A alone, A-5.01.A and A-5.01.B together, A-5.01.B alone, or A-5.01.C alone, deleting those not used and renumbering accordingly. If A-5.01.C is used, CONTRACTOR's Bid is attached as an exhibit and listed in A-9.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95 % of Work completed (with the balance being retainage). ~~From 100% less the 5% retainage. If the Work has been completed by ENGINEER and if the Contractor and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, or both, as determined by ENGINEER, may determine that as long as the balance of the progress of the Work remains satisfactory, the Contractor will be entitled to retainage on account of Work which has been completed. In which case, the remaining progress payments prior to Substantial Completion will be increased to equal to 100% of the Work completed less the aggregate of payments previously made, and~~

b. 95 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 5 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18 % per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

NOTE TO USER

1. If the reports and/or drawings referred to in A-8.01.D do not exist, either modify A-8.01.D or delete A-8.01.D and renumber accordingly.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

NOTE TO USER

1. If the reports and/or drawings referred to in A-8.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-8.01.E.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive);
2. Performance Bond (pages 1 to 2, inclusive);
3. Payment Bond (pages 1 to 2, inclusive);
4. Other Bonds [REDACTED] inclusive); None



5. General Conditions (pages 1 to 42, inclusive);
6. Supplementary Conditions (pages 1 to 14, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered 1-12A, 13-22, E-1 & E-2 through _____, inclusive, with each sheet bearing the following general title: _____ * _____; St. James Parish Molaison Sewer Facility
9. Addenda (numbers 1 to 2, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
 - a. ~~Notice to Proceed (pages _____ to _____, inclusive);~~
 - b. CONTRACTOR's Bid (pages 1 to 8, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award [REDACTED] inclusive);
 - d. _____;
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

NOTE TO USER

1. Insert other provisions here if applicable.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

1. See 1-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

St. James Parish

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

P.O. Box 106

Convent, LA 70723

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

NCMC, LLC

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

14545 Barringer Court

Baton Rouge, LA 70809

License No. 8999
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

* * *

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

NCMC, LLC
14545 Barringer Court
Baton Rouge, LA 70809

SURETY (Name and Principal Place of Business):

SureTec Insurance Company

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: Six Hundred Fifty-Three Thousand Three Hundred Twenty and 00/100 (\$653,320.00)

Description (Name and Location): St. James Parish Molaison Sewer Facility
St. James Parish

BOND

Date (Not earlier than Construction Contract Date):

Amount: Six Hundred Fifty-Three Thousand Three Hundred Twenty and 00/100 (\$653,320.00)

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: NCMC, LLC (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: SureTec Insurance Co. (Corp. Seal)

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
 3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

NCMC, LLC
14545 Barringer Court
Baton Rouge, LA 70809

SURETY (Name and Principal Place of Business):

SureTec Insurance Company

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: Six Hundred Fifty-Three Thousand Three Hundred Twenty and 00/100 (\$653,320.00)

Description (Name and Location): St. James Parish Molaison Sewer Facility
St. James Parish

BOND

Date (Not earlier than Construction Contract Date):

Amount: Six Hundred Fifty-Three Thousand Three Hundred Twenty and 00/100 (\$653,320.00)

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: NCMC, LLC (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: SureTec Insurance Co. (Corp. Seal)

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner. Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: ST. JAMES PARISH GOVERNMENT
5800 HIGHWAY 44
CONVENT, LA 70723

BID FOR: ST. JAMES PARISH MOLAISON
SEWER FACILITY
A/E PROJECT NO. 20-1317

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: MEYER ENGINEERS, LTD. and dated: MAY 21, 2020.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) Addendum #1 06/11/2020 Addendum #2 06/17/2020

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Five Hundred Seventy Two Thousand Dollars (\$ 572,000.00)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Additive Alternate No. 1 – SEWER HOUSE CONNECTION. Add for the lump sum of:

Seventy Three Thousand Eight Hundred Twenty Dollars (\$ 73,820.00)

Additive Alternate No. 2 – SEWER LIFT STATION PUMP INSTALLATION. Add for the lump sum of:

Seven Thousand Five Hundred Dollars (\$ 7,500.00)

Additive/Deductive Alternate No. 3 – PACKAGED MEMBRANE BIOREACTOR (MBR) TREATMENT PLANT. Add or deduct for the lump sum of:

Twenty Six Thousand Dollars (\$ 26,000.00)

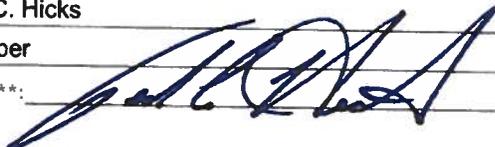
NAME OF BIDDER: NCMC, LLC

ADDRESS OF BIDDER: 14545 Barringer Court
Baton Rouge, LA 70809

LOUISIANA CONTRACTOR'S LICENSE NUMBER: #8999

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Ted C. Hicks

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: 06/22/2020

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

**TO: ST. JAMES PARISH GOVERNMENT
5800 HIGHWAY 44
CONVENT, LA 70723**

**BID FOR: ST. JAMES PARISH MOLAISON
SEWER FACILITY
A/E PROJECT NO. 20-1317**

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# - Package Treatment Plant (including all site work)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	LS	\$572,000.00	\$572,000.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 - Sewer House Connection (Alternate No. 1)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	45	EA	\$596.00	\$26,820.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 - 4" PVC SEWER LINE (Alternate No. 1)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	3,000	LF	\$11.00	\$33,000.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 - Exploratory Excavation (Alternate No. 1)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	7	DAYS	\$2,000.00	\$14,000.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 2 Sewer Lift Station Pump Installation (Alternate No. 2)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	1	LS	\$7,500.00	\$7,500.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 3 Packaged Membrane Bioreactor (MBR) Treatment Plant (Alternate No. 3)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	1	LS	\$26,000.00	\$26,000.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$0.00	\$0.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$0.00	\$0.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$0.00	\$0.00
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
			\$0.00	\$0.00

Wording for "DESCRIPTION" is to be provided by the Owner
All quantities are estimated. The contractor will be paid upon actual quantities as verified by the Owner.

CERTIFICATE OF AUTHORITY OF
NCMC, LLC

The following resolution was adopted by NCMC, LLC ("Company"), to wit:

That Ted C. Hicks (sometimes referred to as "Agent") is hereby authorized and directed, for and on behalf of this LLC to execute all documents related to the purchase, sale, encumbrance, servitude grants, real estate development, and to otherwise act on behalf of the Company in all matters related to the real estate owned by or to be acquired by this LLC.

IT IS FURTHER RESOLVED that Ted C. Hicks is hereby granted full authority to act for the company in all matters related to Company operations and business, including but not limited to all management decisions, authority to engage all banking matters, including opening and closing bank accounts, engage in accounting activities, appointment of the company's accountants and bookkeepers, to obtain construction bonds in the name of the Company, to borrow money in the name of the Company and to mortgage property or grant security interests in the name of the Company, to sign contracts binding the Company, and generally to perform each and every business activity necessary to carry on the operations of the Company on a day to day basis.

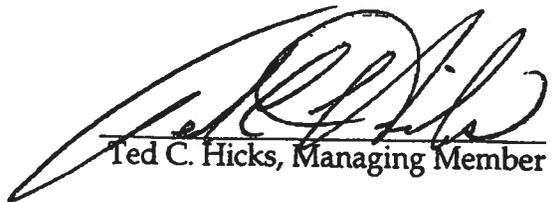
IT IS FURTHER RESOLVED that Agent is hereby authorized and directed to do and perform each and every act necessary or proper for the purpose of carrying out the intentions of this resolution for and in the name of and on behalf of this LLC.

IT IS FURTHER RESOLVED that any person relying upon this certificate of authority in connection with any authority granted herein shall be presumed to have been authorized to do so.

CERTIFICATE

I, the undersigned manager of NCMC, LLC hereby certify that the above and foregoing Certificate of Authority has been executed in accordance with the Operating Agreement of the LLC.

IN TESTIMONY WHEREOF, We have hereunto affixed my signature on this 11th day of September 2017.


Ted C. Hicks, Managing Member

BID BOND

Date: June 22, 2020

KNOW ALL MEN BY THESE PRESENTS:

That NCMC, LLC. of Baton Rouge, Louisiana, as Principal, and SureTec Insurance Company, as Surety, are held and firmly bound unto the St. James Parish Government (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

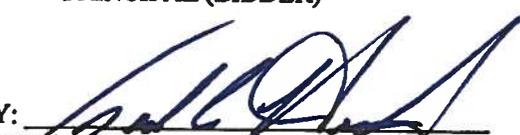
THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

ST. JAMES PARISH MOLAISON SEWER FACILITY

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

NCMC, LLC.

PRINCIPAL (BIDDER)

BY: 
AUTHORIZED OFFICER-OWNER-PARTNER
Ted C. Hicks, Member

SureTec Insurance Company

SURETY

BY: 
AGENT OR ATTORNEY-IN-FACT (SEAL)
James J. Tassin, Attorney-In-Fact
Louisiana Resident Agent

00414 - 1

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David W. Alligood, Brenda Ann Riddle, James J. Tassin, Thomas A. LaPorte, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 5th day of September, A.D. 2018.

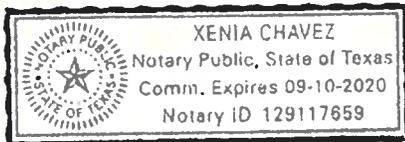
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., CEO

State of Texas ss:
County of Harris



On this 5th day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 22nd day of June, 2020, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

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

**A RESOLUTION AUTHORIZING THE ST. JAMES PARISH PRESIDENT
TO SIGN AND EXECUTE A CONTRACT WITH SHARPBROS
CONSTRUCTION, L.L.C TO PROVIDE PROFESSIONAL SERVICES**

WHEREAS, St. James Parish desires to enter into a professional services contract with SharpBros Construction LLC;

WHEREAS, SharpBros Construction LLC will demo the Gramercy Recreation Pool, locker room and concrete walkways attached to structures and material hauled off; and

WHEREAS, the total value of this contract shall not exceed \$106,000.

BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Council to execute a contract between St. James Parish and SharpBros Construction LLC. to provide contract work for demolition of the Gramercy Recreation Pool facility and structure, and other contract services in accordance with the terms of the contract.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

MASTER CONTRACT
for
PROFESSIONAL SERVICES for PUBLIC WORKS

BE IT KNOWN that on this ____ day of _____, 2020,

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

And

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

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

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

1. SCOPE OF SERVICES

- A. **CONTRACTOR** shall complete all **WORK** as specified or indicated in the Document **Exhibit A** in conjunction with:

Gramercy Recreation Pool Demolition

- B. The Scope of services to be provided by the Provider may be entered as a scope document, Task Order, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as Exhibit A and made a part hereof as if written herein in full. All work shall be under the direction of Brent Dicharry, St. James Parish Recreation Department, hereinafter called the **PROJECT MANAGER**, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.
- C. The compensation to the Provider for these services shall not exceed **\$106,000.00**

2. TERM OF CONTRACT

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

- B. This Professional Services Contract shall terminate as follows:
 - 1. As per the terms and conditions of Paragraph 9, and/or
 - 2. As per operation of law, and/or
 - 3. As per agreement between the parties, and/or
 - 4. As per the Parish Charter.

3. DOCUMENTS

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

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

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

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

- E. Notwithstanding any Section hereinafter, there will be retention of all related records:
 - (1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or

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

- (2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.
- (3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- (4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:

(a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.

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

- F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.
- H. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.
- I. All data used in preparing and as a result of analysis performed for the purpose of this

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

4. PAYMENT OF ALL FEES AND ALL EXPENSES

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

A. IF ON AN HOURLY BASIS:

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

DEPARTMENT for review and approval:
St. James Parish Government
P.O. Box 106
Convent, LA 70723

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

B. IF ON A LUMP SUM BASIS

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

5. NON-ASSIGNABILITY

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

6. BUDGET LIMITATION

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

7. INSURANCE

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

bodily injury and property damage, and indicate on the certificate of insurance the following:

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

then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

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

8. OTHER TERMS AND CONDITIONS

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

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

have the right to annul this contract without liability.

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

otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.

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

9. TERMINATION AND SUSPENSION

A. Termination for Cause

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

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

B. Termination for Convenience

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

C. Right to Cancel

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

D. Additional Causes for Termination or suspension:

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

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

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

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

10. AUDITORS

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

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

11. DISCRIMINATION CLAUSE

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

12. INDEPENDENT CONTRACTOR

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

administration of specifically related contracts, unless done so in writing by the Parish.

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

13. NOTICES

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

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

Provider:

14. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she

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

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

WITNESSES

Title: Parish President
St. James Parish Government
Date: _____

WITNESSES

Title: _____
Name: _____
Date: _____



CONSTRUCTION ESTIMATE

OWNER INFORMATION "Owner"

Name Brent Dicharry
Company St. James Parish
Address 5800 Highway 44
City, State, Zip Convent, LA 70723
Phone 225-562-2260
Email brent.dicharry@stjamesla.com
Project name Demo

COMPANY INFORMATION "Company"

Company Sharp Bros. Construction LLC
Name Aaron Sharp
Address 27132 Hwy 22
City, State ZIP Springfield, LA 70462
Phone 985.351.0856
Email info@sharpbroconstruction.com
Date 06/15/2020

SCOPE OF WORK

Prior to starting this project, owner is responsible for having all utilities disconnected, including but not limited to electrical power, water lines, sewer lines, cable, or any other services classified as utilities.

Demo

- Excavate pool, locker room and concrete walkways immediately attached to said structures.
 - Material to be hauled off.

Backfill

- Install river silt backfill material in excavated area back to original grade.

Scope Of Work Project Cost: \$106,000.00

COMPANY ESTIMATED BUDGETARY COST

We, Sharp Bros Construction LLC., propose the above budgetary cost for the scope of work to be completed for the amount of **\$106,000.00** (one hundred six thousand and 00/100 dollars). All pricing in US dollars.

This is a budgetary estimate, not a binding contract. If both owner and company agree to move forward, a construction bid and acceptance will be submitted for final approval. Company may choose to withdraw the budgetary estimate at any time.

Payment Terms:

- To be included in Construction Bid and Acceptance.

Start date to be determined.

Pricing listed within this document is for 10 days from "Date" above.

SCOPE OF WORK

ST. JAMES PARISH GOVERNMENT

PROJECT NAME	DATE SUBMITTED
Gramercy Recreation Swimming Pool Demolition	06/18/2020

PROJECT BACKGROUND

The Gramercy Recreation Board has managerial oversight of the Gramercy Swimming Pool as well as all the adjacent buildings, equipment and infrastructure. This organization desires to demolish and remove this facility in its entirety. St. James Parish Government will be performing project administration, management, and inspections.

PROJECT OBJECTIVES

This scope of work shall include, but is not limited to all labor, materials, equipment, incidentals, insurance, overhead, and profit in order to perform the work as outlined below.

Step 1. Project Deliverables

DELIVERABLE NO.	DESCRIPTION
1	Project plan and work breakdown structure.
2	Above ground demolition.
3	Below ground infrastructure removal.
4	Grade
5	Final Inspection.

Step 2. List of Project Tasks

List all project tasks to be completed, based on the deliverables listed in the previous section. Do not list dates. Add more rows as necessary.

TASK NO.	DESCRIPTION	FOR DELIVERABLE #
1	Submit a plan and work breakdown structure to the SJP project manager.	1
2	Contractor will be the responsible for all utility disconnections.	1
3	All permitting will be the responsibility of the contractor.	1
4	Debris disposal coordination will be the responsibility of the contractor. Demolition debris may be placed into containers on site and removed as needed.	1

5	Hazardous material identification and mitigation will be the responsibility of the contractor.	1
6	All construction equipment shall be secured, locked and grounded after each workday.	1
7	Provide the SJP project manager with a list of all construction equipment that will remain on site.	1
8	Site safety, signage, and barricading will be the responsibility of the contractor.	1
	The contractor shall retain any revenue as a result of material recycling.	1
9	Above Ground Demolition:	2
9.1	Buildings: All above ground buildings, entry gates, walls, and metal overhangs shall be demolished and removed.	2
9.2	Electrical: Lighting fixtures, conduit, wires, bulbs, electrical panels, circuit breakers, elevated outdoor pool lighting.	2
9.3	Plumbing: Toilets, showers, lavatories, shower stalls, plumbing fixtures including exposed and unexposed piping.	2
9.4	Accessories: All benches (concrete and wooden), dressing stalls, lockers, shelving, outdoor tables, ladders, lifeguard stand, former scoreboard stand.	2
9.5	Pool Filtration System: Pumps, water filter vessel and filter media, piping, electrical supply and breakers.	2
9.6	Fencing: All fencing around the pool shall be removed.	2
9.7	Foundations and Concrete: All concrete foundations from buildings, overhangs, walkways, around pool and concrete from former scoreboard shall be demolished and removed.	2
9.8	Sewer: Disconnect and cap all sewer lines.	2
9.9	Water: Disconnect and cap all water lines.	2
9.10	Natural Gas: Disconnect and cap all gas lines.	2
10	Below Ground Demolition	
10.1	All troughs, concrete, underground piping, drains, electrical supply lines shall be removed.	
10.3	No pool material in or around pool is to be left in excavated area.	
11	Grade	
11.1	Demolition debris of any kind shall not be used as backfill for the pool.	
11.2	Backfill with suitable soil rolled to compact every 2' with a final compaction test at 92%.	
11.3	The entire construction site shall be graded to ensure proper storm water runoff without ponding.	
11.4	Erosion control near all drains shall be performed by the contractor.	

Step 3. Out of Scope

This project will NOT accomplish or include the following:

Fertilizing and seeding of excavated area.

Step 4. Project Constraints

PROJECT START DATE

PROJECT END DATE

LIST ANY HARD DEADLINE(S)

LIST OTHER DATES / DESCRIPTIONS OF KEY MILESTONES

BUDGET CONSTRAINTS

Pay application will be completed after each deliverable phase and inspection. Ten percent retainage will be applied to this project.

QUALITY OR PERFORMANCE CONSTRAINTS

Quality control inspection will be conducted at the conclusion of each deliverable phase.

EQUIPMENT / PERSONNEL CONSTRAINTS

None.

REGULATORY CONSTRAINTS

The contractor is obligated to follow all federal, state, and local regulatory guidance.

Step 5. Updated Estimates**Estimate the hours required to complete the project.**

Enter total # of hours

Step 6. Approvals

STAKEHOLDER NAME & TITLE	ROLE OF STAKEHOLDER / APPROVER	DATE SUBMITTED FOR APPROVAL	Initials
Rick Webre	Director of Operations, St James Parish Government		
Brent Dicharry	SJP Recreation Director and Project Manager		
Alvin St. Pierre	SJP Councilman District 1		
Chad Weidert	Gramercy Recreation Board		
Pete Dufresne	Parish President		

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

RESOLUTION 20-X
ST. JAMES PARISH COUNCIL

A RESOLUTION TO OBTAIN FINAL APPROVAL FOR THE LAND USE APPLICATION OF ILLINOIS CENTRAL ITEM # 20-08

WHEREAS, the St. James Parish Planning Commission meet on June 29, 2020; and,

WHEREAS, at its June 29, 2020 meeting, the St. James Parish Planning Commission considered Land Use Item #20-08, a proposal to construct certain railroad side tracks by Illinois Central (the "Application"), and recommended approval to the St. James Parish Council on a 7-2 vote for those portions of the project situated outside of areas designated for Industrial Use in the St. James Parish Land Use Plan; and,

WHEREAS, the recommendation for approval was subject to the following conditions and findings:

- A. Extent of Approval and Future Changes within the Facility Footprint: This approval is limited to the facility as presented in the Application, along with reasonable modifications or additions necessary to facilitate the proposed use, subject to the following limitations:
1. The footprint of any facilities shall not extend beyond that depicted in the Application, provided that access ways or servitudes for roads or infrastructure may be located outside of the footprint to the extent necessary to connect the facility to existing roads or infrastructure.
 2. The facility must comply with all requirements of the Louisiana Department of Environmental Quality and all other public entities having regulatory jurisdiction.
 3. Any modified or additional facilities not specifically identified in the application must be functionally similar to or integrated with the facilities expressly described in the Application.
 4. The facility shall comply with Sections 30-52 through 30-59 of the St. James Parish Code of Ordinances ("Emergency Response and Mitigation of Regulated and Unregulated Material Incidents").
- B. Start Date Limitation. Construction must commence within 24 months after the last public entity regulatory approval is issued, or within 24 months after the termination of any administrative or judicial appeal process that may follow from the issuance of any required permit, whichever is later.

For the purposes of this limitation, construction is defined as: permanent on-site fabrication, erection, or installation of the proposed facility (such as preloading, pile driving, installing structural supports and foundations, laying underground pipework or utilities, or constructing permanent structures) that is continuously pursued with reasonable diligence to complete the proposed facility within a reasonable time.

Construction delays caused by natural disaster or labor disputes, and periods between operational phases of construction shall not be construed as interrupting construction that is otherwise continuously pursued.

- C. The planning commission finds that approval is appropriate under Section 82-25 of the St. James Parish Code of Ordinances, with specific reference to the factors described in Section 82-25(h) because the impacts of the proposed use would not be substantially different from the impacts of other allowable uses in industrial areas, and the proposed use would not impair the ability of the parish to attract other beneficial development. With respect to the recommendation for the project outside of Industrial Use areas, and in accordance with Section 82-25(e),

the planning commission finds that the proposed use is compatible with surrounding uses and the adverse impacts are inconsequential.

- D. The planning commission has considered the need for a buffer zone under Sections 82-25(i)(2) and 82-25G) of the St. James Parish Code of Ordinances, and that the commission finds that the proposed facility does not require a buffer zone because of the limited nature of the use, its similarity to existing uses in the area, its location within and adjacent to industrial areas, its distance from other potentially impacted uses, and its limited impacts.

NOW THEREFORE BE IT RESOLVED that the St. James Parish Council hereby accepts the foregoing recommendation of the planning commission, adopts the findings of the planning commission as those of the St. James Parish Council, and approves the Application, subject to the conditions described above.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

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

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

**A RESOLUTION TO OBTAIN FINAL APPROVAL FOR THE LAND USE APPLICATION
OF OCCIDENTAL CHEMICAL CORPORATION, ITEM # 20-10:**

WHEREAS, at its June 29, 2020 meeting, the St. James Parish Planning Commission considered Land Use Item #20-10, a proposed brine pipeline to support the Occidental Chemical Corporation plant near Convent (the "Application"), and recommend approval to the St. James Parish Council on a 9-0 vote for those portions of the project situated outside of areas designated for Industrial Use in the St. James Parish Land Use Plan; and,

WHEREAS, the recommendation for approval was subject to the following conditions and findings:

- A. Extent of Approval and Future Changes within the Facility Footprint: This approval is limited to the facility as presented in the Application, along with reasonable modifications or additions necessary to facilitate the proposed use, subject to the following limitations:
1. The footprint of any facilities shall not extend beyond that depicted in the Application, provided that access ways or servitudes for roads or infrastructure may be located outside of the footprint to the extent necessary to connect the facility to existing roads or infrastructure.
 2. The facility must comply with all requirements of the Louisiana Department of Environmental Quality and all other public entities having regulatory jurisdiction.
 3. Any modified or additional facilities not specifically identified in the application must be functionally similar to or integrated with the facilities expressly described in the Application.
 4. The facility shall comply with Sections 30-52 through 30-59 of the St. James Parish Code of Ordinances C "Emergency Response and Mitigation of Regulated and Unregulated Material Incidents").
- B. Start Date Limitation. Construction must commence within 24 months after the last public entity regulatory approval is issued, or within 24 months after the termination of any administrative or judicial appeal process that may follow from the issuance of any required permit, whichever is later.
- For the purposes of this limitation, construction is defined as: permanent on-site fabrication, erection, or installation of the proposed facility (such as preloading, pile driving, installing structural supports and foundations, laying underground pipework or utilities, or constructing permanent structures) that is continuously pursued with reasonable diligence to complete the proposed facility within a reasonable time.
- Construction delays caused by natural disaster or labor disputes, and periods between operational phases of construction shall not be construed as interrupting construction that is otherwise continuously pursued.
- C. The planning commission finds that approval is appropriate under Section 82-25 of the St. James Parish Code of Ordinances, with specific reference to the factors described in Section 82-25(h) because the impacts of the proposed use would not be substantially different from the impacts of other allowable uses industrial areas, and the proposed use would not impair the ability of the parish to attract other beneficial development. With respect to the recommendation for the project outside of Industrial Use areas, and in accordance with Section 82-25(e), the planning commission finds that the proposed use is compatible with surrounding uses and the adverse impacts are inconsequential.
- D. The planning commission has considered the need for a buffer zone

under Sections 82-25(i)(2) and 82-250) of the St. James Parish Code of Ordinances, and that the commission finds that the proposed facility does not require a buffer zone because of the limited nature of the use, its similarity to existing uses in the area, its location within and adjacent to industrial areas, its distance from other potentially impacted uses, and its limited impacts.

NOW THEREFORE BE IT RESOLVED that the St. James Parish Council hereby accepts the foregoing recommendation of the planning commission, adopts the findings of the planning commission as those of the St. James Parish Council, and approves the Application, subject to the conditions described above.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 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 APPROVING THE SIGNING OF REVISED AND/OR NEW TITLE III BUDGET BETWEEN THE GOVERNORS'S OFFICE OF ELDERLY AFFAIRS AND THE ST. JAMES PARISH GOVERNMENT, DEPARTMENT OF HUMAN RESOURCES FOR PROGRAM YEAR 2020-2021.

WHEREAS, the St. James Parish Council is the governing board for Area Agency on Aging for St. James Parish; and,

WHEREAS, the St. James Parish President is the chief executive officer of the parish, and,

WHEREAS, budgets and budget revisions between the AAA and the Governor's Office of Elderly Affairs are in amounts specified by the Governor's Office of Elderly Affairs.

WHEREAS, the St. James Parish Government Department of Human Resources has operated federal, state, and locally funded programs to benefit the elderly and low income residents of St. James Parish since 1965; and

WHEREAS, the Applicant has the legal, fiscal, and managerial capacity to carry out the project.

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council that the Parish President, is authorized to sign such budget requests, and/or revisions without further approval of this Council. A copy of the budget request, or revision will be furnished at the next regularly scheduled meeting of the Council.

1. That the Parish President, is authorized to execute and file an application on behalf of St. James Parish with the Governor's Office of Elderly Affairs to aid in the financing of operating the Elderly Program.
2. That the Parish President is authorized to sign assurances, agreements, contracts, amendments and revisions and other necessary documents required.
3. That the Parish President is authorized to furnish such additional information as the Governor's Office of Elderly Affairs may require in connection with the application or the project.
4. That this resolution is applicable for a period of one year unless revoked by the governing body and copy of such revocation shall be furnished to the Governor's Office of Elderly Affairs.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

**BUDGET JUSTIFICATION
FOR
OFFICE OF ELDERLY AFFAIRS FUNDS**

Prepare a Budget Justification by budget category, such as: Personnel, Fringe, Travel, Operating Services, Operating Supplies, Capital Outlay, and Other Costs. Give an explanation for all unusual line items appearing in any budget category, such as: health insurance, out-of-state travel, computer service, procurement of vehicles or other capital equipment, and special events for participants. This also applies to line items not appearing in the budget but are required and paid with other funds that are not budgeted. (Ex. - FICA, Worker's Compensation, Telephone, etc.) Proposed renovation, alteration and construction must be explained in detail. Include a drawing of the floor plan of the building.

SALARIES	The Parish supplements all salaries.
FRINGES	The Parish supplements all fringes.
TRAVEL	No travel involved in delivering services are included in this budget.
INSURANCE	All insurances are paid by the parish: These insurances will maintain general liability as required by the state and all employees who handle cash are covered by a Bonding Insurance. The parish also pays Workers' compensation insurance and Unemployment taxes.

Eff: 07/1/10

Agency: St. James Parish AAA FY Ending: June 30, 2021
Budget Effective: July 1, 2020

**BUDGET SUBMITTED
TO THE
STATE OF LOUISIANA
GOVERNOR'S OFFICE OF ELDERLY AFFAIRS
BY**

ST. JAMES AREA AGENCY ON AGING, INC.
(Contractor's Name)

Contractor's Address
P.O. Box 87
Convent, LA 70723

Federal Tax ID # 72-6001228

State Emp. Security Tax # 138719001

Contract Period for: July 1, 2020 through June 30, 2021

Type of Budget:

(1) New or

(2 Revision: 1st; 2nd; 3rd ; 4th; Other

Date this Budget Revision becomes effective: _____

**TOTAL COST OF BUDGET BY PROGRAM
(Excluding In-Kind)**

AAA	\$ 13,447	Ombudsman	_____
Supportive Services	\$ 57,726	Senior Center	_____
Congregate Meals	\$ 116,632	PCOA	\$100,000
Home-Delivered Meals	\$ 188,317	Audit Allotment	_____
Preventive Health	\$ 3,321	Non-GOEA Programs	_____
Caregiver	\$ 36,480		

As the legally authorized representative for the St. James DHR-Area Agency on Aging
(Contractor's Legal Name)

I certify that the budget and supporting documents contained herein were prepared in support of the award and agreement between the State of Louisiana, Governor's Office of Elderly Affairs, and the named Contractor. This Budget was approved on _____

(Date)

at a meeting of the governing body of the contractor with a quorum present, copy of the enabling resolution attached.

(Signature)

Peter Dufresne, Parish President

(President/Chairperson of the Board)

(Date)

A. POOLING OF RESOURCES

RESOURCE PAGE

SUPPLEMENTARY SUPPORT FOR GOEA FUNDS

Program	GOEA Contract	Program Income	Cash-in-Lieu	PCOA	Supplemental Senior Center	Municipal	Parish	Other	Transfers	Budget Totals
AAA	\$13,447							\$14,191		\$13,447
Supportive Services	\$24,915			18,620				\$15,733	\$30,506	\$57,726
Congregate Meals	\$50,481	\$9,000			\$10,912.50			\$35,352		\$116,632.50
Home-Delivered Meals	\$25,220	\$10,000	\$51,745	\$66,000				\$6,847		\$188,317
Preventive Health	\$3,321									\$3,321
Caregiver	\$14,253			\$15,380				\$6,847		\$36,480
Ombudsman										
Senior Center	\$30,506								(30,506)	
Audit Allotment										
Other (GOEA Programs)										
Other (Non GOEA Programs)										
Totals	\$162,143	\$19,000	\$51,745	\$100,000	\$10,912.50			\$72,123		415,923.50

EFF: 03-1-11

Agency St. James Parish Area Agency on Aging

FY Ending: 06/30/20

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 CONTRACT WITH PICTOMETRY INTERNATIONAL CORP. FOR AERIAL IMAGERY

WHEREAS, St. James Parish wishes to contract with Pictometry International Corp. for high resolution ortho and oblique imagery; and,

WHEREAS, Pictometry services are needed to assist first responders during emergency situations and is used in the Planning and Permitting process and GIS as well; and,

WHEREAS, St. James Parish wishes to sign a 3-year licensing agreement with Pictometry International Corp. with an annual cost of \$23,057.34; and,

NOW, THEREFORE BE IT RESOLVED, by the St. James Parish Council, that Parish President Peter A. Dufresne, is hereby duly authorized and empowered on behalf of the St. James Parish Council to sign and execute the contract between St. James Parish and Pictometry International Corp.

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 8th day of July 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 8th day of July 2020.

Signed at Vacherie, Louisiana, this 9th day of July 2020.

(S E A L)

Linda Hubbell
Secretary

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 ST. JAMES PARISH, LA (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
5153 Canatella Street	25 Methodist Hill Drive
Convent, LA 70723-0106	Rochester, NY 14623
Attn: Michelle Guidry, CAD Technician	Attn: General Counsel
Phone: (225) 562-2356 Fax: (225) 562-2422	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either Party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
ST. JAMES PARISH, LA	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C17253632

BILL TO
St. James Parish, LA
Michelle Guidry, CAD Technician
5153 Canatella Street
Convent, LA 70723-0106
(225) 562-2356
michelle.guidry@stjamesla.com

SHIP TO
St. James Parish, LA
Michelle Guidry, CAD Technician
5153 Canatella Street
Convent, LA 70723-0106
(225) 562-2356
michelle.guidry@stjamesla.com

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119590	jball	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
109	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$352.00 (12% - Long Term Incentive Discount)	\$38,368.00
174	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$160.00	\$120.00 (25%)	\$20,880.00
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$7,425.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
283	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of	\$0.00		\$0.00

		shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00

SUBTOTAL – FIRST PROJECT \$69,172.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
109	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$352.00 (12% – Long Term Incentive Discount)	\$38,368.00
174	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$160.00	\$120.00 (25%)	\$20,880.00
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$7,425.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
283	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
109	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$352.00 (12% – Long Term Incentive Discount)	\$38,368.00
174	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$160.00	\$120.00 (25%)	\$20,880.00
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$7,425.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
283	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL – THIRD PROJECT					\$69,172.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$207,516.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$5,764.32
Due at Initial Shipment of Imagery	\$17,293.00
Due at First Anniversary of Shipment of Imagery	\$23,057.34
Due at Second Anniversary of Shipment of Imagery	\$23,057.34
Total Payments	\$69,172.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$23,057.32
Due at First Anniversary of Shipment of Imagery	\$23,057.34
Due at Second Anniversary of Shipment of Imagery	\$23,057.34
Total Payments	\$69,172.00

THIRD PROJECT

Due at Initial Shipment of Imagery	\$23,057.32
Due at First Anniversary of Shipment of Imagery	\$23,057.34
Due at Second Anniversary of Shipment of Imagery	\$23,057.34
Total Payments	\$69,172.00

PRODUCT PARAMETERS

**FIRST PROJECT
IMAGERY**

Product: Reveal Essentials+ Property
Leaf: Leaf Off: Less than 30% leaf cover

Product: Reveal Essentials+ Neighborhood
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Michelle Guidry
Admin User Email: michelle.guidry@stjamesla.com
Geofence: LA St. James (Primary Geofence)

**SECOND PROJECT
IMAGERY**

Product: Reveal Essentials+ Property
Leaf: Leaf Off: Less than 30% leaf cover

Product: Reveal Essentials+ Neighborhood
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Michelle Guidry
Admin User Email: michelle.guidry@stjamesla.com

Geofence:

LA St. James (Primary Geofence)

THIRD PROJECT IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Reveal Essentials+ Neighborhood**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 100**
Admin User Name: Michelle Guidry
Admin User Email: michelle.guidry@stjamesla.com
Geofence: LA St. James (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data,
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data,
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data,
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons,
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days,
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures,
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs), and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 Confidentiality of Delivered Content. The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 Limited Warranties; Exclusive Remedy. Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 Disclaimer of Other Warranties. Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 Limitation of Liability. With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 Restricted Rights. Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
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- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes, (b) employment, or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

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- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing, or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

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2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Louisiana, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Louisiana in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

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Essentials+ Neighborhood deliverables

Product	Essentials+ Neighborhood
Orthomosaic Specifications	<ul style="list-style-type: none"> Resolution at 6in GSD Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	Nominal 6in GSD oblique imagery or better: <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: <ul style="list-style-type: none"> Resolution at 6in GSD Access Methods: <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> Resolution at 6in GSD Projection/Coordinate System: <ul style="list-style-type: none"> Customer Selectable Datum: <ul style="list-style-type: none"> Customer Selectable File Format: <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho frame imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Orthomosaic Resolution 2in or 3in GSD (Best Available provided) Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata

Orthomosaic Deliverable Format (Online)	Resolution: <ul style="list-style-type: none"> • 2in or 3in GSD (Best Available Provided) Access Methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> • 2in or 3in GSD (Best Available Provided) Projection/Coordinate System: <ul style="list-style-type: none"> • Customer Selectable Datum: <ul style="list-style-type: none"> • Customer Selectable File Format: <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make frame imagery available online within 20 days of capture complete • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S)

