



ST. CHARLES PARISH


OFFICE OF THE COUNCIL SECRETARY

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COUNCIL OFFICE MEMORANDUM

DATE: DECEMBER 20, 2024

TO: MR. BOB MESSERLY
FACILITIES MANAGER

FROM: MICHELLE IMPASTATO 
COUNCIL SECRETARY

RE: SERVICES AGREEMENT
EMERGENCY REPAIRS AND/OR DEBRIS REMOVE FOR PARISH
BUILDINGS AND FACILITIES

On December 16, 2024, the St. Charles Parish Council adopted Ordinance No. 24-12-12 approving and authorizing the execution of a Services Agreement with Dynamic Group, LLC, to perform Emergency Repairs and/or Debris Removal for Parish buildings and facilities.

A copy of the ordinance and fully executed agreement are enclosed for your records.

MI/ag

Enclosure

cc: 1Parish Council
Mr. Mike Palamone w/enclosure
Ms. Samantha de Castro w/ordinance
Mr. Corey Oubre w/enclosure
Mr. Grant Dussom w/enclosure
Dynamic Group, LLC w/enclosure

2024-0406

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

ORDINANCE NO. 24-12-12

An ordinance approving and authorizing the execution of a Services Agreement with Dynamic Group, LLC, to perform Emergency Repairs and/or Debris Removal for Parish buildings and facilities.

WHEREAS, St. Charles Parish may from time to time experience massive destruction wrought by the impact of a hurricane, violent storm, tornadoes, flooding and/or other emergency events; and,

WHEREAS, it may be necessary to provide immediate disaster recovery services to preserve and protect the infrastructure of Parish buildings and facilities; and,

WHEREAS, St. Charles Parish issued a Request for Proposals for these type of immediate disaster recovery services; and,

WHEREAS, the Request for Proposals was publicly advertised and sealed proposals were received on August 8, 2024; and;

WHEREAS, all proposals have been reviewed and evaluated in accordance with the Award Criteria set for in the Request for Proposals and it is recommended that Dynamic Group, LLC, be awarded the Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Services Agreement between St. Charles Parish and Dynamic Group, LLC, for Emergency Repairs and/or Debris Removal for Parish buildings and facilities is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish, along with any other documents as the Parish President deems necessary to carry out the intent of this Ordinance.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 16th day of December, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spodato
DLVD/PARISH PRESIDENT: December 17, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 17, 2024
AT: 3:29 pm RECD BY: [Signature]

SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 12/18/2024 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and DYNAMIC GROUP, LLC, a corporation or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONTRACTOR. Whereas the Owner desires to employ a Contractor to perform work and services for the Emergency Repairs and/or Debris Removal project as described on Ordinance No. 24-12-12 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Contractor and the Contractor agrees to perform work and services required for the project described above. Contractor will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Contractor will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Contractor by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

This Agreement shall be effective for a period of (3) three years upon contract execution and shall expire on the third anniversary thereafter.

The Contractor shall at all times during this Agreement maintain all applicable valid Louisiana contracting licenses necessary for the performance of the work and services.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT AND SCOPE OF WORK

2.1 The Owner hereby contracts with the CONTRACTOR to perform all necessary work and services in connection with the Project as defined as follows:

Emergency Repairs and/or Debris Removal

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Contractor shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Contractor agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONTRACTOR

- 3.1 Contractor shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Contractor.
- 3.2 Services provided by the Contractor shall be performed in accordance with generally accepted professional practice at the time and the place where the services are rendered.
- 3.3 Contractor shall obtain from Owner authorization to proceed in writing for each phase of the Project if applicable.
- 3.4 Contractor shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Contractor at project conferences and public hearings.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Contractor may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Contractor to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional associates, subcontractors, and representatives.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this

Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Contractor shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Contractor for the supplemental services, when performed by the Contractor, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Contractor in writing.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Owner may disapprove of or reject Contractor's work while it is in progress if Contractor believes that such work will not produce a completed Project that conforms generally to the scope of the work and services.

7.0 NOTICE TO PROCEED

The Owner shall notify the Contractor in writing to undertake the services stated in this Agreement, and the Contractor shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Contractor shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Contractor will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

8.1 Owner shall pay Contractor for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 If the Project, or any portion thereof, is not completed for any reason, the final fee for work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court for St. Charles Parish, State of Louisiana.

- 8.3 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary practices, the Owner shall pay Contractor based on monthly invoices submitted by the Contractor, within sixty (60) days of receipt of Contractor's invoice. Contractor shall provide written notice to Owner when no services or work has been performed during a given month.
- 8.4 The following documentation shall be required for payment to Contractor and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.5 For Additional Authorized Services that Contractor acquires from subcontractors, Owner shall pay Contractor a fixed sum previously agreed upon by Owner and Contractor, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Contractor and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor to perform the service stating the Owner's and Contractor's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor is insured as required by this Agreement.
- 8.6 For *Additional Services* described in Section 5, Owner shall pay Contractor for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The budget for this Project shall be determined by the Owner, and the Contractor shall be advised of the budget limitation in writing by the Owner and the Contractor shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Contractor, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Contractor shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Contractor promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Contractor fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Contractor.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Contractor shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Contractor, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Contractor warrants that it will perform its work and services with the degree of skill and to the standard of care required of its profession to meet all Federal, State and Local requirements.
- 14.2 If the work and services performed by Contractor do not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Contractor's failure to meet the standard of care in its work and services, Contractor will indemnify the Owner/Parish for Contractor's share of the costs incurred to bring the Project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Contractor's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONTRACTOR hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Contractor's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONTRACTOR further agrees to comply with all federal and state laws, including those identified in Attachment "D" (if applicable).

17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

18.0 OTHER


This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

DYNAMIC GROUP, LLC

ST. CHARLES PARISH

By: 
90AA182DFBF74B2

By: 
B5AABEC5F77E403...

Name: Joshua McCoy

Name: Matthew Jewell

Title: CEO

Title: Parish President

Date: 12/18/2024

Date: 12/18/2024

ATTACHMENT "A"
SCOPE OF SERVICES

Emergency Repairs and/or Debris Removal

Contractor agrees to provide emergency repairs to St. Charles Parish government buildings and facilities in the immediate aftermath of an emergency event. Such emergency repairs may be temporary in nature until St. Charles Parish is able to advertise for permanent repairs and replacement of systems damaged in a particular emergency event. Additionally, the contractor may be required to remove debris from St. Charles Parish government property and facilities especially when preventing access and complete occupation of the building once normal operations resume.

Contractor agrees to respond immediately after an emergency event, i.e. hurricane, tornado, ice storm, or natural/man-made event impact St Charles Parish government operations and agrees to provide resources such as products, equipment, licensed personnel when responding to this contract and require response beyond the capability of local resources which includes additional products, services and personnel resources. This includes but is not limited to laborers, foremen, trucks, chainsaw operators, licensed electricians, licensed plumbers, carpenters, roofers, heavy equipment operators, trash trucks, drivers, tandem dump trucks, dump trailers, generators, etc.

While the Department of Government Buildings will likely coordinate most work under this contract, any department may utilize this contract for needs in the aftermath of the storm. The Parish will provide a scope of work for each job.

The Contractor shall submit a quote with an estimated time to complete the job. Any job that exceeds the quoted cost or the time indicated for completion shall be approved by the Department Director or his designee before proceeding with the job.

The Contractor is required to absorb any excess labor costs.
Jobs must be completed using pricing submitted under this bid for the type of work performed. Only precision, high quality professional workmanship shall be acceptable. It is the objective to obtain a comprehensive long-term, cost-effective preventative and demand maintenance.

On all jobs and after receipt of purchase order, the Contractor shall contact the Department Director or designee within 24 hours to schedule a start date to proceed.

Services provided by the Contractor shall be performed in accordance with generally accepted professional practice at the time and the place where the services are rendered.

Since this contract is being acquired prior to an emergency event, the specific scope of work cannot be determined at this time.

However, immediately following an emergency, the scope of work shall include but is not limited to:

- The full and immediate mitigation of loss within and around the building(s) and property
- Water removal
- Building new fences, installing roofs, troubleshooting/repairing electrical and mechanical (HVAC systems)
- Replacing parts of Plumbing, Electrical systems as needed
- Provide temporary HVAC systems
- Decontamination
- Disinfecting scrubbing
- Cleaning Building Facades
- Vacuuming
- Removing interior debris, flooring, carpeting, etc.
- Dehumidifying
- Complete moisture removal of trash
- Heating
- Cooling
- Restoration
- Inspection
- Cleaning
- Full amelioration
- Restoration to pre-emergency conditions and/or necessary post-work clean up
- Documentation of completed work and work in progress

The work may include the:

- Installation
- Maintenance
- Troubleshooting
- Inspection
- Repair
- Rebuilding
- Replacement
- Reassembly of anything pertaining to any site, building, or other construction

on any of St. Charles Parish Government grounds.

All work shall be performed in accordance with industry standards and if applicable be performed by licensed professionals, including but not limited to licensed electricians and plumbers. Contractor agrees to submit applicable manufacturer's warranty or registration forms for new products installed. If the manufacturer's warranty is longer than one year; such warranty shall be provided to the Parish. The Contractor shall warrant all equipment to be free of defects in materials and workmanship for one year from the date of substantial completion of the project. For any failures within the warranty period, Contractor shall provide answers to service calls and requests for information within a 24-hour period and repair or replace any faulty item within a 24 hour period without charge, including parts and labor.

The Contractor shall provide a complete inventory of equipment installed, including description, manufacturer, model, and serial number.

DEBRIS REMOVAL

The Contractor agrees to remove debris from Parish grounds and buildings and provide administration for the purposes of FEMA reimbursement. This includes but is not limited to the:

- Collection
- Removal
- Disposal of all debris

from the affected buildings/grounds/facilities as specified by St. Charles Parish.

Depending on the site affected, the Contractor in many cases may be required to cut and collect vegetative debris manually, without the use of heavy equipment on certain interior areas of certain facilities. After collection, mechanical equipment may be used to load reasonably compact debris into trucks and trailers for disposal at the appropriate landfill. Reduction of vegetative debris must be in accordance with state law – R.S. 30:2413.1.

Load tickets must include:

- The address where the debris is picked up
- The date
- Amount in cubic yards
- Types of debris
- The name and address where the debris is hauled/delivered (i.e. Landfill or other transfer station.)

WORK SCHEDULE

The Contractor is required to follow a work schedule as instructed by St. Charles Parish at the time of contract activation. However, it is essential that the service be supplied promptly when needed. The assurance of continuing of basic parish facilities is of prime importance.

Emergency services shall be provided twenty-four (24) hour service, 7 days a week, including holidays.

Emergency service must be prompt and effective. The contractor must supply St. Charles Parish with a minimum of three (3) emergency call out numbers. The maximum time for a phone response is fifteen minutes and workers must be on site within one (1) hour.

The contractor shall exercise all required safety measures to conduct work in a safe manner and shall adhere strictly to all Federal, State and Parish safety regulations, rules and requirements including but not limited to the Uniform Traffic Code.

Safe tools and personal protection equipment must be provided for the job by the Contractor. The Contractor shall do everything necessary to protect the life, health, safety, and welfare of their employees of St. Charles Parish employees and of the public.

MATERIALS AND INVOICING

The contractor must supply ALL material at his cost for each individual part. The contractor must submit a copy of their vendor's invoice(s) for materials supplied. All contractors are required to maintain documentation to ensure that every effort has been made by the contractor to secure the lowest possible price for all parts and/or equipment used in this contract.

St. Charles Parish will pay all taxes and freight invoiced to vendor. **The Contractor shall submit copies of Timesheets with the invoice(s) for payment.**

All documentation of work and invoices for payment must be submitted to St. Charles Parish within thirty (30) days of the completion of the work to which the invoices and documentation corresponds.

All invoices submitted for payment, even where the rate of compensation is based on unit prices must include:

- Load tickets(s)
- Vehicle registration, if applicable
- Hourly rate of service of the truck, if applicable
- Hourly rate of for the service of the driver, if applicable
- Quantity of each specific item
- Category and/or general classification of each item
- A detailed description of each item
- The unit and/or extended price of item
- The total cost of the item (quantity x unit price)
- Date of service on which the product or service was used, performed or executed
- Location and description of location (address will suffice) of where produce and/or service was used, performed or executed
- A daily sign-in log including date, worker names, hours worked including start and end time, task(s) performed and corresponding location
- The emergency event or name of storm for which the product and/or service was needed
- A clearly marked invoice number identifying each specific invoice.

In some circumstances, it might be necessary to supply generators for backup power to parish buildings and facilities. All generators supplied must be invoiced at cost with no mark up in accordance with this section. However, hourly installation rates may be charged.

FEMA COMPLIANCE AND DOCUMENTATION REQUIRED

As it is likely that St Charles Parish may seek reimbursement by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery or another declared emergency, contractor must submit follow guidelines established by FEMA and be knowledgeable and comply with the Public Assistance Program established by FEMA.

The Contractor is responsible for accurately tracking & recording the hours and days of the work week scheduled for each job. Timesheets shall be submitted daily to the Department Director or designee for approval. The Contractor shall maintain proper and adequate documentation to ensure that specific job(s) has been successfully completed. This is to ensure compliance with FEMA guidelines and that of St. Charles Parish Insurance provider(s) for the likelihood of reimbursement for expenses incurred under this contract. Such documentation shall include but not be limited to before and after photos of all damages with GPS coordinates (decimal degrees format) printed on the photo and labeled by building/facility name if on a large campus, invoices with adequate details regarding the scope of work performed (repair dimensions/material types/etc.), timesheets, etc.

ATTACHMENT "B"
SCHEDULE

Emergency Repairs and/or Debris Removal

Immediate response upon storm completion.

ATTACHMENT "C"
PAYMENT AND COMPENSATION

Emergency Repairs and/or Debris Removal

Owner shall pay Contractor for the performance of work and services as follows:

1. As needed basis
2. To be determined based on services

ATTACHMENT "D"
COMPLIANCE WITH FEDERAL AND STATE LAWS

Emergency Repairs and/or Debris Removal

2 CFR Part 200 - PROVISIONS FOR FEMA PUBLIC ASSISTANCE FUNDING - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) – Applies to all construction contracts - *"During the performance of this contract, the CONSULTANT agrees as follows:* The CONSULTANT will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. CONSULTANTS are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-.329) – Applies to all contracts - In the event of a declared emergency, CONSULTANTS are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. CONSULTANT shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I)) – Applies to all contracts - CONSULTANT that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

ACCESS TO RECORDS (2 CFR 200.336) – Applies to all contracts - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the CONSULTANT and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

RETENTION OF RECORDS (2 CFR 200.333) – Applies to all contracts - In the event of a declared emergency, CONSULTANT shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

ENERGY EFFICIENCY – Appendix II(H) – Applies to all contracts - CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) – Applies to all contracts - The CONSULTANT represents and warrants that it and its SubCONSULTANTS are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a CONSULTANT or SubCONSULTANT has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The CONSULTANT must notify the Owner in the event of it and its SubCONSULTANTS being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the CONSULTANT and/or its SubCONSULTANTS is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) – Applies to all contracts - The CONSULTANT and its SubCONSULTANTS will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the CONSULTANT purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

BONDING REQUIREMENTS (2 CFR 200.325) – Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) – Bonding requirements include:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other

negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b) A performance bond on the part of the CONSULTANT for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the CONSULTANT’s obligations under such contract.
- c) A payment bond on the part of the CONSULTANT for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

COPELAND “ANTI-KICKBACK” ACT (2 CFR 200 Appendix II (D)) – Applies to all construction or repair contracts in excess of \$2,000.00 - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The CONSULTANT shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subCONSULTANTS with such regulations, and shall be responsible for the submission of affidavits required of subCONSULTANTS thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) – Applies to all contracts in excess of \$10,000.00 - If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this contract shall, at the option of the Owner, become the Owner’s property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the CONSULTANT, and the Owner may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Owner from the CONSULTANT is determined.

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the contract is terminated by the Owner as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date.

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) – Applies to all contracts in excess of the

Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the CONSULTANT or the CONSULTANT's subCONSULTANTS may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E)) – Applies to all construction contracts greater than \$100,000.00 where mechanics and laborers are employed - CONSULTANT shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G)) – Applies to all contracts greater than or equal to \$150,000 - CONSULTANT shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 2. Unless an exception in paragraph (c) of this clause applies, the CONSULTANT and its subCONSULTANTS may not use grant, cooperative agreement, loan, or

loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1. This clause does not prohibit CONSULTANTS from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a subCONSULTANT at any tier or by any other source, the CONSULTANT shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The CONSULTANT shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable;

supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONSULTANT shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products - As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Certificate Of Completion

Envelope Id: 5EC16379-813B-451E-9B05-733C3CE01DF6
 Subject: Signature Requested for Dynamic Group - Services Agreement - November 14, 2024.docx
 Source Envelope:
 Document Pages: 20
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

 Envelope Originator:
 Madeline Fisher
 attn: Finance Department
 15045 River Road
 Hahnville, LA 70057
 mfisher@stcharlesgov.net
 IP Address: 209.112.106.2

Record Tracking

Status: Original
 12/18/2024 7:52:19 AM
 Holder: Madeline Fisher
 mfisher@stcharlesgov.net
 Location: DocuSign

Signer Events

Joshua McCoy
 jmccoy@dynamicgrp.com
 CEO
 Security Level: Email, Account Authentication (None)

Signature



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 90AA182DEBF74B2...
 Signature Adoption: Drawn on Device
 Using IP Address: 107.116.180.110
 Signed using mobile

Timestamp

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 Signed: 12/18/2024 8:15:40 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/18/2024 8:15:08 AM
 ID: cd901bba-5bdc-4292-899b-96703b60ee9a

Matthew Jewell
 mlj@stcharlesgov.net
 Parish President
 Security Level: Email, Account Authentication (None)


 DocuSigned by:
 Matthew Jewell
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 Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Envelope Summary Events**Status****Timestamps**

Signing Complete

Security Checked

12/18/2024 5:39:43 PM

Completed

Security Checked

12/18/2024 5:39:43 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, St. Charles Parish -CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact St. Charles Parish -CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clarsen+stcharlesparish@marshfieldconsulting.com

To advise St. Charles Parish -CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clarsen+stcharlesparish@marshfieldconsulting.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from St. Charles Parish -CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clarsen+stcharlesparish@marshfieldconsulting.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with St. Charles Parish -CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clarsen+stcharlesparish@marshfieldconsulting.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify St. Charles Parish -CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by St. Charles Parish -CLM during the course of your relationship with St. Charles Parish -CLM.



November 21, 2024

Resolution of Dynamic Group, LLC

The members of Dynamic Group, LLC (hereinafter "Dynamic"), hereby authorize and resolve that Joshua McCoy, is hereby authorized, for and on behalf of Dynamic, to make, execute, endorse and deliver in the name of and on behalf of Dynamic any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by Dynamic all on such terms and conditions as Joshua McCoy might deem proper in his sole discretion.

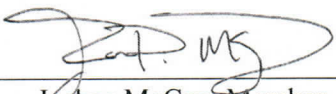
Executed effective as of the Effective Date.

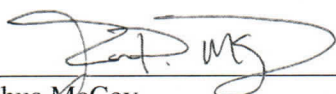
Members:

Beneficial Owners:

DYNAMIC GROUP, LLC

Beneficial Owner of Dynamic Group, LLC

By: 
Joshua McCoy, Member


Joshua McCoy

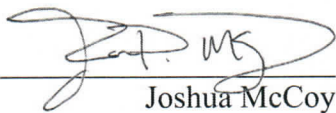
Certificate of Certifying Official of Dynamic Group, LLC

The undersigned, Joshua McCoy, declares that:

I have been named by Dynamic Group, LLC as Certifying Official, in that Resolution dated March 23, 2023, as having authority to certify the authenticity of any records of Dynamic Group, LLC or the authority of any person to act on behalf of Dynamic Group, LLC.

I CERTIFY that the above and foregoing is a true and correct copy of the Resolution of Dynamic Group, LLC, and that as of this 21st day of November 2024, the same is in full force and effect and has not been amended, revoked or rescinded subsequent to its adoption.

ATTEST, my official signature at Baton Rouge, Louisiana, on November 21, 2024.


Joshua McCoy
Certifying Official