

**2024-0382**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 24-12-3**

An ordinance approving and authorizing the execution of a Professional Services Agreement with G.E.C., Inc., to perform consulting work and services for the School Zone Traffic Study (Project No. P241101), in the not to exceed amount of \$79,392.00.

**WHEREAS,** the Parish desires to conduct a traffic study on school zones throughout the parish so that they can be brought into compliance with the Manual on Uniform Traffic Control Devices; and,

**WHEREAS,** the Parish has met with G.E.C., Inc., on August 13, 2024, to discuss parameters of the School Zone Traffic Study (Project No. P241101); and,

**WHEREAS,** the Parish and G.E.C., Inc., have mutually agreed to perform the traffic study and provide reports for the School Zone Traffic Study (Project No. P241101), in the not to exceed amount of \$79,392.00; and,

**WHEREAS,** the Professional Services Agreement between St. Charles Parish and G.E.C., Inc., describes the details of the proposed services and compensation.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Professional Services Agreement between St. Charles Parish and G.E.C., Inc., to perform consulting work and services as required by the Department of Public Works, for the School Zone Traffic Study (Project No. P241101), in the not to exceed amount of \$79,392.00 is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

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 2nd day of December, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fishler  
SECRETARY: Michelle Saparato  
DLVD/PARISH PRESIDENT: December 3, 2024  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: December 4, 2024  
AT: 11:00am RECD BY: [Signature]

ORD\_24-12-3

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 12/11/2024 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 G.E.C., Inc., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for School Zone Traffic Study, Parish Project No. P241101.

### 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant 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 Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

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

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

School Zone Traffic Study  
Parish Project No. P241101

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

- 2.3 Consultant 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 Consultant 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 CONSULTANT**

- 3.1 Consultant 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 Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant 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 Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project, if applicable, are as defined in Attachment "A".

### **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 Consultant 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 Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 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 Consultant 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 Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, 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 Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant 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 Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant 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 Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually 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 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant 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.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, 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 and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

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

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner

shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids are, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **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 Consultant, 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 Consultant 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 Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant 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 Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

## 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 subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its 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**

Consultant 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 Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

### **14.0 WARRANTY**

14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

For all claims arising out of or related to this agreement, CONSULTANT 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 Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

### **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT 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**

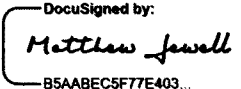
This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both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

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

**G.E.C., INC.**

**ST. CHARLES PARISH**

By:  Signed by: Many Heymann  
EEAF08D819E74AA...

By:  DocuSigned by: Matthew Jewell  
B5AABEC5F77E403...

Name: Many Heymann

Name: Matthew Jewell

Title: Vice President of Operations

Title: Parish President

Date: 12/10/2024

Date: 12/11/2024

## ATTACHMENT "A"

### School Zone Traffic Study Parish Project No. P241101

#### Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

The CONSULTANT is to conduct a traffic study on school zones in St. Charles Parish. The CONSULTANT will prepare a preliminary report detailing existing features at each school zone and proposed improvements to have them in compliance with the MUTCD. A final report will be provided after meeting with St. Charles Parish.

Scope of work includes but is not limited to the following:

- Obtaining and reviewing existing signage data
- Site visit(s) at approximately 20 locations
- Prepare existing and proposed figures at each location, including Speed Limit signs, School Zone signs and Pavement Markings
- Reviewing of proposed new technology upgrades and improvements, including solar flashers and compliance with MUTCD
- Coordination with the School Superintendents
- Preparing a preliminary and final Traffic Assessment Report
- Preparing planning stage cost estimates

**ATTACHMENT "B"**

**School Zone Traffic Study  
Parish Project No. P241101**

**Project Schedule:**

The CONSULTANT is to provide the preliminary report in a minimum of 90 days. Final Report is to be provided within 30 days of preliminary report review meeting.

**ATTACHMENT "C"**

School Zone Traffic Study  
Parish Project No. P241101

OWNER shall pay CONSULTANT on a Not to Exceed basis for basic services set forth in Attachment A as follows:

- The total compensation for a traffic study, preliminary report, and final report as described in Attachment A is estimated to be \$79,392.00.
- The amount billed for CONSULTANT's services under this agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employee's times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- CONSULTANT's Standard Hourly Rates are attached to this agreement as attachment C-1.

**-RESOLUTION-**

BE IT RESOLVED by the Board of Directors of G.E.C., Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Baton Rouge, Louisiana, Parish of East Baton Rouge, that Many Heymann, Vice-President of Operations of the Corporation be, and is hereby authorized and empowered to execute any and all documents in regard to proposals and contracts on behalf of the Corporation.

**-CERTIFICATE-**

I, James S. Mitchell, Corporate Secretary of G.E.C., Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said Corporation at a meeting hereof legally held on the 13<sup>th</sup> Day of January 2024, that said resolution is duly entered into the records of said Corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand of said Corporation this 4<sup>TH</sup> day of NOVEMBER 2024.

  
James S. Mitchell, Corporate Secretary



<b>G.E.C., Inc. Rate Sheet</b>	
Administrative	\$ 87.00
Biologist	\$ 86.00
CADD Drafter	\$ 70.00
CADD Technician	\$ 92.00
CADD Operator	\$ 128.00
Clerical	\$ 84.00
Engineer	\$ 149.00
Sr. Civil Engineer	\$ 154.00
Electrical Engineer	\$ 140.00
Sr. Electrical Engineer	\$ 165.00
Environmental Professional	\$ 129.00
Environmental Project Manager	\$ 210.00
GIS Analyst	\$ 92.00
Inspector	\$ 82.00
Inspector - Certified	\$ 86.00
Inspector - Lead	\$ 94.00
ITS Technician - Lead	\$ 100.00
Pre-Professional	\$ 100.00
Principal	\$ 258.00
Project Office Manager	\$ 94.00
Supervisor - Engineer	\$ 210.00
Supervisor - Other	\$ 218.00
Technician - Senior	\$ 125.00

### Certificate Of Completion

Envelope Id: A48B0A89-464F-4ABA-A6CB-C68474FB254A Status: Completed  
 Subject: Signature Requested for G.E.C., Inc. - Professional Services Agreement - November 04, 2024.docx  
 Source Envelope:  
 Document Pages: 14 Signatures: 2 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Michelle Impastato  
 AutoNav: Enabled attn: Finance Department  
 Envelopeld Stamping: Enabled 15045 River Road  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada) Hahnville, LA 70057  
mimpastato@stcharlesgov.net  
IP Address: 209.112.106.2

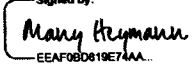
### Record Tracking

Status: Original Holder: Michelle Impastato Location: DocuSign  
 12/4/2024 9:41:30 AM mimpastato@stcharlesgov.net

### Signer Events

Many Heymann  
 mheyman@gecinc.com  
 Vice President of Operations  
 Security Level: Email, Account Authentication (None)

### Signature

Signed by:  
  
 EEAFA0B0819E7AAA...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 68.227.74.132

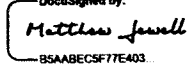
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Sent: 12/4/2024 9:43:23 AM  
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 Signed: 12/10/2024 2:34:59 PM

### Electronic Record and Signature Disclosure:

Accepted: 12/4/2024 9:44:04 AM  
 ID: 1337e90b-edaa-4e67-984d-d3346d7c517d

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

DocuSigned by:  
  
 BSAABEC5F77E403...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 68.0.52.123  
 Signed using mobile

Sent: 12/10/2024 2:35:01 PM  
 Viewed: 12/11/2024 7:03:00 AM  
 Signed: 12/11/2024 7:03:23 AM

### 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
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2024 9:43:23 AM
Certified Delivered	Security Checked	12/11/2024 7:03:00 AM



**Envelope Summary Events****Status****Timestamps**

Signing Complete

Security Checked

12/11/2024 7:03:23 AM

Completed

Security Checked

12/11/2024 7:03:23 AM

**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.

### **Getting paper copies**

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.

### **Withdrawing your consent**

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](mailto: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](mailto: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](mailto: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](mailto: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.

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- 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.