



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
07/03/2019 11:52AM
366645-MO

Deputy Clerk

[Handwritten signature] #82951

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
CROCHET EQUIPMENT COMPANY, INC.**

This Agreement is made and entered into on this 25th day of June, 2019 between **St. John the Baptist Parish Council**, hereinafter referred to as "**Parish**", represented by Natalie Robottom, **Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council and **Crochet Equipment Company, Inc., 121 Brookstone Dr., Covington, LA.**, represented by Randolph J. Crochet, Jr., President in accordance with the corporate resolution attached hereto, hereinafter referred to as "**Contractor**" under the following terms and conditions.

TERM OF AGREEMENT

This **Agreement** shall begin on the date referenced herein and terminate **five (5) years** after commencement. This agreement may be renewed for an additional five (5) years subject to approval by St. John the Baptist Parish Council.

AMENDMENT

This agreement may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

SCOPE OF SERVICES

The "Services" to be performed by the **Contractor** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Services**, incorporated herein by reference. The parties further agree to be bound by the requirements of **Exhibit A: Scope of Services** attached hereto and made a part of this **Agreement**.

PAYMENT TERMS

In consideration of the services described in **Exhibit A: Scope of Services**, the **Parish** hereby agrees to provide compensation to the **Contractor** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All payments invoices, deliverables, etc. must be submitted and approved by the **Director of Public Works** or a designee, hereinafter called the "**Director**".

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director** as work is performed. The monitoring plan will include a review of the services delineated in **Exhibit A: Scope of Services** to ensure completion and a review of invoices for accuracy prior to payment.

TAXES

The **Contractor** hereby agrees that the responsibility for payment of taxes from the funds thus received

under this **Agreement** and/or legislative appropriation shall be **Contractor's** obligation. **Contractor** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Contractor** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Contractor** written notice specifying the **Contractor's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Contractor** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that the **Contractor** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Contractor** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Contractor**, and **Parish** may withhold any payments to the **Contractor** for the purpose of setoff until such time as the exact amount of damages due **Parish** from the **Contractor** is determined.

GENERAL CONDITIONS

The **Contractor** shall at all times during the term of this **Agreement**, maintain a valid Louisiana License, if applicable. The professional and technical adequacy and accuracy of documents and the other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill exercised by members of the profession, if applicable.

It is understood and agreed by the parties hereto that the **Contractor** is entering into this **Agreement** in the capacity of an independent contractor and not as an employee of St. John the Baptist Parish.

The **Parish** shall not be obliged to any person, firm or corporation for any obligations of the **Contractor** arising from the performance of their services under this **Agreement**.

The **Contractor** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **Contractor**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **Contractor**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **Parish** shall have the right to annul this **Agreement** without liability.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **Contractor**, shall not be assigned or subcontracted in whole or in part by the **Contractor** as to the services to be performed hereunder without the written consent of the **Parish**.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana.

Proper venue for any lawsuit arising under the terms of this agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Contractor** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

INSURANCE

The **Contractor** shall meet or exceed the **Parish's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **Contractor** by the **Parish** shall remain the property of the **Parish**, and shall be returned by **Contractor** to the **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Contractor** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of the **Parish**, and shall, upon request, be returned by **Contractor** to the **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**.

AUDITORS

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Contractor** which relate to this **Agreement**.

NON-ASSIGNABILITY

Contractor shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish subject to approval by St John the Baptist Parish Council**. This provision shall not be construed to prohibit the **Contractor** from assigning its bank, trust Contractor, or other financial institution any money due or to become due from approved **Agreements** without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **Parish**.

INDEMNITY

To the fullest extent permitted by law, **Contractor** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **Contractor**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **Parish** or any other state or federal funding source.

If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the Parish President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Contractor:
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Randolph J. Crochet, Jr. President Crochet Equipment Company, Inc. 121 Brookstone Dr. Covington, LA 70433

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **Contractor** must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.

Contractor must further certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, **Contractor** misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), **Contractor** must certify that neither he, nor anyone acting on behalf of the **Contractor**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this **Agreement**, other than persons regularly employed by **Contractor**. **Contractor** further affirms that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by **Contractor** in the regular course of their employment duties for **Contractor**.

Contractor further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, **Contractor** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an **Agreement** with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program.

Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

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

The **Contractor** agrees not to discriminate in its employment practices and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

(SIGNATURE PAGE TO FOLLOW)

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

WITNESS:

Laverne Toombs
SIGNATURE

Laverne Toombs
PRINT NAME

WITNESS:

[Signature]
SIGNATURE

ROBERT FIGUEROA JR
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

CONTRACTOR:

CROCHET EQUIPMENT COMPANY, INC.

By: [Signature]
Randolph J. Crochet, Jr.
President

EXHIBIT A
Scope of Services

The **Contractor** shall perform all work necessary for the operation of the Parish's Bio-Mass and Wood Waste Disposal Facility at the Parish processing site, located on Airport Road, Reserve, La., at **Contractor's** expense. **Contractor** shall be responsible for obtaining all necessary permits required for the operation of the facility. Contractor shall follow the Federal and State Air Pollution and Solid Waste EPA and DEQ laws allowed to burn items as listed in the Federal Register under 60.2970.

The Disposal Facility should be open and properly manned by a reliable employee(s) Monday – Friday 7:00 a.m. to 3:30 p.m. except observed holidays by St. John the Baptist Parish. These hours are effective through December 31, 2019.

****Beginning January 1, 2020, the Disposal Facility should be open and properly manned by a reliable employee(s) Monday – Friday 7:00 a.m. – 5:00 p.m./Saturday 7:00 a.m. – 3:00 p.m. except observed holidays by St. John the Baptist Parish. ****

The **Contractor** shall allow commercial dumping at this facility for work done for St. John the Baptist Parish residents only. The commercial contractor must provide receipt of invoice(s) or work order(s) or any other documentation to verify the work was performed in St. John Parish before dumping is allowed. **Contractor** shall submit a weekly log identifying items and quantities delivered to the site, which will include the following:

1. Identify whether a contractor or resident
2. Date
3. Type of items (tree stumps, branches, wood timbers, etc.)
4. Quantity dumped

The **Contractor** shall receive proof of residency in the form of a state-issued **Louisiana driver's license, or state-issued identification card.**

The **Contractor** shall supply Air Curtain Incinerators.

The Contractor shall supply an operable caterpillar type of equipment applicable to a 926-caterpillar wheel loader to dump ash and/or non-combustible waste into the incinerator.

The Contractor must install and maintain a windsock to take precautionary measures to monitor the speed and wind direction in order to avoid clouds of smoke that may impact the airport and the businesses near the incinerator.

1. An air curtain incinerator operates by forcefully projecting a curtain of air across an open, integrated combustion chamber (fire box) or open pit or trench (trench burner) in which combustion occurs. Air curtain incinerators include both firebox and trench burner units.

An air curtain incinerator burns only the materials listed below:

- A. 100 percent wood waste.
- B. 100 percent clean lumber.
- C. 100 percent yard waste.
- D. 100 percent mixture of only wood waste, clean lumber, and/or yard waste.

EXHIBIT B
Pricing Schedule

In consideration of the duties and responsibilities to be performed by **Contractor**, the Parish shall pay **Contractor** the sum of \$14,000 per month within thirty (30) days of invoice for the bio-mass waste delivered by Parish collection trucks through December 31, 2019.

Beginning January 1, 2020, the Parish shall pay Contractor the sum of \$16,000 per month within thirty (30) days of invoice for the bio-mass waste delivered by Parish collection trucks. *

Contractor also agrees that they will accept, and process approved bio-mass waste delivered to the processing site by Parish residents at no cost.

Exhibit C:
Insurance Requirements

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where **Contractor** may perform the work hereunder, with such carriers as shall be acceptable to the **Parish**:

A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Contractor** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

- 1) Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some agreements may require USL&H or maritime coverage. This should be verified with Insurance Dept. /Legal Dept.
- 3) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on certificate.
- 4) No excluded classes of personnel or employees shall be allowed on **Parish's** premises.

B) Commercial General Liability, including:

- 1) Contractual liability assumed by this **Agreement**
- 2) **Parish's** and **Contractor's** Protective Liability (if **Contractor** is a General **Contractor**)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products — completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.
- 9) Some **Agreements** may require Protection and Indemnity coverage. This should be verified with Insurance Dept. /Legal Dept.

C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **Contractor**.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL
- 2) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for the **Parish**. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not

limited to: Professional Architects & Engineers, Architects, Land Surveyors, Attorneys, and IT.

The limits for "D" above shall not be less than:

- 1) \$1,000,000.00
- 2) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

Prior to starting the work, the **Contractor** shall deliver to the Director of Purchasing & Procurement, 1811 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the **Parish** thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

A current Contractor's License is to be maintained by Contractor during the duration of this Agreement. Yearly, a copy of such license shall be provided to the Director of Purchasing and Procurement.

W-9 Form is to be furnished prior to work being issued.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF CROCHET EQUIPMENT COMPANY, INCORPORATED.

AT THE MEETING OF DIRECTORS OF CROCHET EQUIPMENT COMPANY, INCORPORATED, DULY NOTICED AND HELD ON MAY 13, 2019,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT RANDOLPH J. CROCHET, JR., BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. JOHN OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BE REVOKED OR RESCINDED.



RANDOLPH J. CROCHET, JR.
AGENT

DATE: MAY 13, 2019



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

June 26th, 2019

Division A

Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Division B

Jaelyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

District I

Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

District II

Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

District III

Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

District IV

Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

District V

Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI

Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII

Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 25th, 2019.

“Councilman Snyder moved and Councilwoman Remondet seconded the motion to grant administration authorization to amend the approved contract with Crochet Equipment Company, Inc. for the operation of the Parish’s Bio-Mass and Wood Waste Disposal Facility. The motion passed unanimously.”

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 25th day of June, 2019.

June 26th, 2019

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council