



ST. JOHN

THE BAPTIST PARISH

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



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
10/17/2019 10:07AM
368764- MO

Deputy Clerk

[Handwritten Signature] #82951

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
I.C.E. SALES & SERVICE, L.L.C.

This Agreement is made and entered into on this 10th day of September, 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 **I.C.E. Sales & Service, L.L.C., 2801 Hwy. 306 Suite B, Des Allemands, LA 70030** represented by Craig Foglesong, **Managing Member**, in accordance with the Corporate Resolution attached hereto, hereinafter referred to as "**Consultant**" under the following terms and conditions.

TERM OF AGREEMENT

This **Agreement** shall begin on the date referenced herein and terminate **three (3) years** after commencement on August 30, 2022. This agreement may be renewed for three (3) additional one (1) year terms, 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 **Consultant** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Services**, incorporated herein by reference.

PAYMENT TERMS

In consideration of the services described in **Exhibit A: Scope of Services**, the **Parish** hereby agrees to provide compensation to the **Consultant** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**. Invoice payment terms are Net 30. Invoices are to be billed monthly.

All payments invoices, deliverables, etc. must be submitted and approved by the **Utilities Director or Designee**, hereinafter called the "**Director**".

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. 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 **Consultant** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **Consultant**'s obligation. **Consultant** 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 **Consultant** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Consultant** written notice specifying the **Consultant**'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 **Consultant** 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 **Consultant** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Consultant**, and **Parish** may withhold any payments to the **Consultant** for the purpose of setoff until such time as the exact amount of damages due **Parish** from the **Contractor** is determined.

TERMINATION FOR CONVENIENCE

Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Consultant** of its intent to terminate this agreement. The **Consultant** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents and other work products furnished under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by a member of the profession.

It is understood and agreed by the parties hereto that the **Consultant** is entering into this **Agreement** in the capacity of an independent **Contractor**. While in the performance of services or carrying out other obligations under this **Agreement**, the **Consultant** shall be acting in the capacity of independent Consultants and not as employees of the **Parish**.

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

The **Consultant** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **Consultant**, 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 **Consultant**, 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 **Consultant**, shall not be assigned or subcontracted in whole or in part by the **Consultant** 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. **Consultant** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

INSURANCE

The **Consultant** 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 **Consultant** by the **Parish** shall remain the property of the **Parish**, and shall be returned by **Consultant** to the **Parish**, at **Consultant's** expense, at termination or expiration of this **Agreement**. All records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Consultant** 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 **Consultant** to the **Parish**, at **Consultant'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 **Consultant** which relate to this **Agreement**.

NON-ASSIGNABILITY

Consultant shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish**. This provision shall not be construed to prohibit the **Consultant** from assigning its bank, trust company, 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, **Consultant** 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 or 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 the **Consultant**.

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 Consultant:
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Craig Foglesong Managing Member I.C.E. Sales & Service, L.L.C. 2801 Hwy 306, Suite B Des Allemands, Louisiana 70030

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **Consultant** 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.

Consultant 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, Consultant 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), the **Consultant** must certify that neither he, nor anyone acting on behalf of the **Consultant**, 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 **Consultant** 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 the **Consultant** in the regular course of their employment duties for the **Consultant**. **Consultant** 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, **Consultant** 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 Saint 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. **Consultant** 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 **Consultant** 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 **Consultant** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **Consultant** 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.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page 1 of this document.

WITNESS:

Laverne Toombs
SIGNATURE

Laverne Toombs
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:

Sue Foglesong
SIGNATURE

Sue Foglesong
PRINT NAME

Consultant:

I.C.E. Sales & Service, L.L.C.

By: Craig Foglesong
Craig Foglesong
Managing Member

EXHIBIT A
Scope of Services

The **Consultant** shall provide technical Integration/Consultant support services for facility control systems and remotely located water supply sites. Occasionally, urgent support and planned system work will be required to supply drinking water for industry and approximately 43,000 residents. This project includes programming and maintenance of the existing SCADA systems and integration of new systems.

Consultant's services will consist of the following for Water & Wastewater Treatment, Pump Stations, Sewage Systems, and Drainage Systems):

- Maintenance of existing SCADA and control systems/equipment
- Design, program, network, and commission new SCADA systems/equipment
- Respond for SCADA system troubleshooting in less than 8-hours during work hours
- Respond for SCADA system troubleshooting in less than 2-hours after hours
- Provide on-site assistance or assistance by phone, as needed
- Integrate SCADA systems of new projects
- Program and design Programmable Logic Controllers (PLC) & Human Machine Interface (HMI)
- Support/design communication and network systems (cellular third-party network, Modbus TCP, Ethernet TCP/IP, Profinet, AnyBus, encryption security, cellular modems, others)
- Provide on-site training & training documents
- Provide digital file in acceptable AutoCAD format
- Provide Operations & Maintenance Manuals
- Provide security video monitoring and interface with SCADA
- Provide system design and instrumentation coordination with owner and outside vendors
- Coordinate with other integrator Consultants' system work
- Attend meetings, as needed
- Provide monthly work summaries/reports
- Follow Water Resources and widely applicable security protocol for personnel, communications and digital information
- Coordinate with staff in other SJBP departments related to SCADA services

EXHIBIT B
Pricing Schedule

Shop Service Rates

Instrument Repair	\$95.00/hr.
Panel Fabrication	\$95.00/hr.

Field Service Rates

Technician Hourly Rate	\$125.00/hr.
Travel Hourly Rate	\$95.00/hr.
Mileage Rate	.70/mi.

Emergency Services

4 Hr. Minimum	\$187.50/hr.
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Holiday rate

Holidays	\$250/hr.
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New Year's Day, Mardi Gras Day,
Good Friday, Memorial Day, July 4th,
Labor Day, Thanksgiving Day and Christmas Day.

**A detailed monthly invoice will be submitted and reviewed by the Utilities Director or designee monthly. Payment is net 30.

EXHIBIT C
Insurance Requirements

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

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Consultant** 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 contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **Consultant'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 limits 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. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- 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. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Consultant shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

RESOLUTION FOR LIMITED LIABILITY COMPANY

EXCERPT FROM MINUTES OF MEETING OF MEMBERS OF
I.C.E. Sales & Service, L.L.C., A LIMITED LIABILITY COMPANY DOMINCILED IN THE STATE OF
LOUISIANA.

AT THE MEETING OF MEMBERS OF I.C.E. Sales & Service, L.L.C., DULY NOTICED AND HELD ON June
27th, 2019,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Craig Foglesong, BE AND IS HEREBY APPOINTED, CONSTITUTED AND
DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE LIMITED LIABILITY COMPANY WITH
FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS LIMITED LIABILITY COMPANY 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 LIMITED
LIABILITY COMPANY 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 MEMBERS OF THIS LIMITED LIABILITY
COMPANY, AND THE SAME HAS NOT BE REVOKED OR RESCINDED.


Agent Sue Foglesong, Managing Member

September 10, 2019

DATE



ST. JOHN THE BAPTIST PARISH COUNCIL

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

September 11th, 2019

Division A

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

Division B

Jaclyn 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

Lemix 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, September 10th, 2019.

“Councilman Perrilloux moved and Councilwoman Remondet seconded the motion to grant administration authorization to award the Supervisory Control and Data Acquisitions (SCADA) On-Call, Design and Integration Support Parish wide to I.C.E. Sales & Services, L.L.C. 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 10th day of September, 2019.

September 11th, 2019

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council