



# 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:  
07/01/2020 9:59AM  
373135- MO

Deputy Clerk

*[Handwritten signature]*

AGREEMENT BETWEEN  
ST JOHN THE BAPTIST PARISH COUNCIL  
AND  
APPLIED MEMBRANES, INC.

**WHEREAS**, the St. John the Baptist Parish Council approved the motion to grant administration authorization to solicit bids for Membrane Filters for Reverse Osmosis Unit at the April 16, 2020 meeting; and

**WHEREAS**, public bids for Membrane Filters for Reverse Osmosis Unit were opened and read aloud 10:00 A.M., May 28, 2020; and

**WHEREAS**, the St. John the Baptist Parish Council approved the motion to grant administration authorization to award the bid to **Applied Membranes, Inc.** for Membrane Filters for Reverse Osmosis Unit at the June 9, 2020 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into the Agreement for Membrane Filters for Reverse Osmosis Unit.

This **Agreement** is made and entered into on this 9<sup>th</sup> day of June, 2020 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, PARISH President, in accordance with the duly passed motion of the St. John the Baptist PARISH Council, and **Applied Membranes, Inc. 2450 Business Park Drive Vista, CA 92081** represented by Anjli Dhawan in accordance with the certificate of authority attached hereto, hereinafter referred to as "**CONTRACTOR**" under the following terms and conditions.

**TERM OF AGREEMENT**

This **Agreement** shall begin on June 10, 2020 and terminate two (2) years thereafter on June 9, 2022. Upon written mutual agreement between the Parish Council and the Company, this contract may be extended two (2) additional times, for one (1) year. **The Parish will not honor or consider any price increase, fuel surcharge, or add-on cost during the original term or extensions.**

**SCOPE OF SERVICES**

The "Services" to be performed by the **CONTRACTOR** for the **PARISH** under this **Agreement** are set out in **Exhibit A: Statement of Work**, incorporated herein by reference.

**PAYMENT TERMS**

In consideration of the services described in **Exhibit A: Specifications**, the **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Bid Form**. All payments must be approved by and all deliverables, invoices, etc. submitted to the (Utilities Director), 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: Specifications** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc.

## **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 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) 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 set off 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 **CONTRACTOR** of its intent to terminate this **Agreement**. The **CONTRACTOR** 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 document and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the **CONTRACTOR** 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 **CONTRACTOR** shall be acting in the capacity of independent Contractors and not as employees of the **PARISH**. **THE ST. JOHN THE BAPTIST 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** shall be authorized to represent the **PARISH** with respect to services being performed and dealings with other agencies. 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**.

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 there from. **CONTRACTOR** hereby agrees and consents to personal and/or in re 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 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, **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.

<b>If to Parish:</b>	<b>If to Contractor:</b>
ATTN: Jaclyn Hotard Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Anjli Dhawan Manager Applied Membranes, Inc. 2450 Business Park Drive Vista, CA 92081

**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.

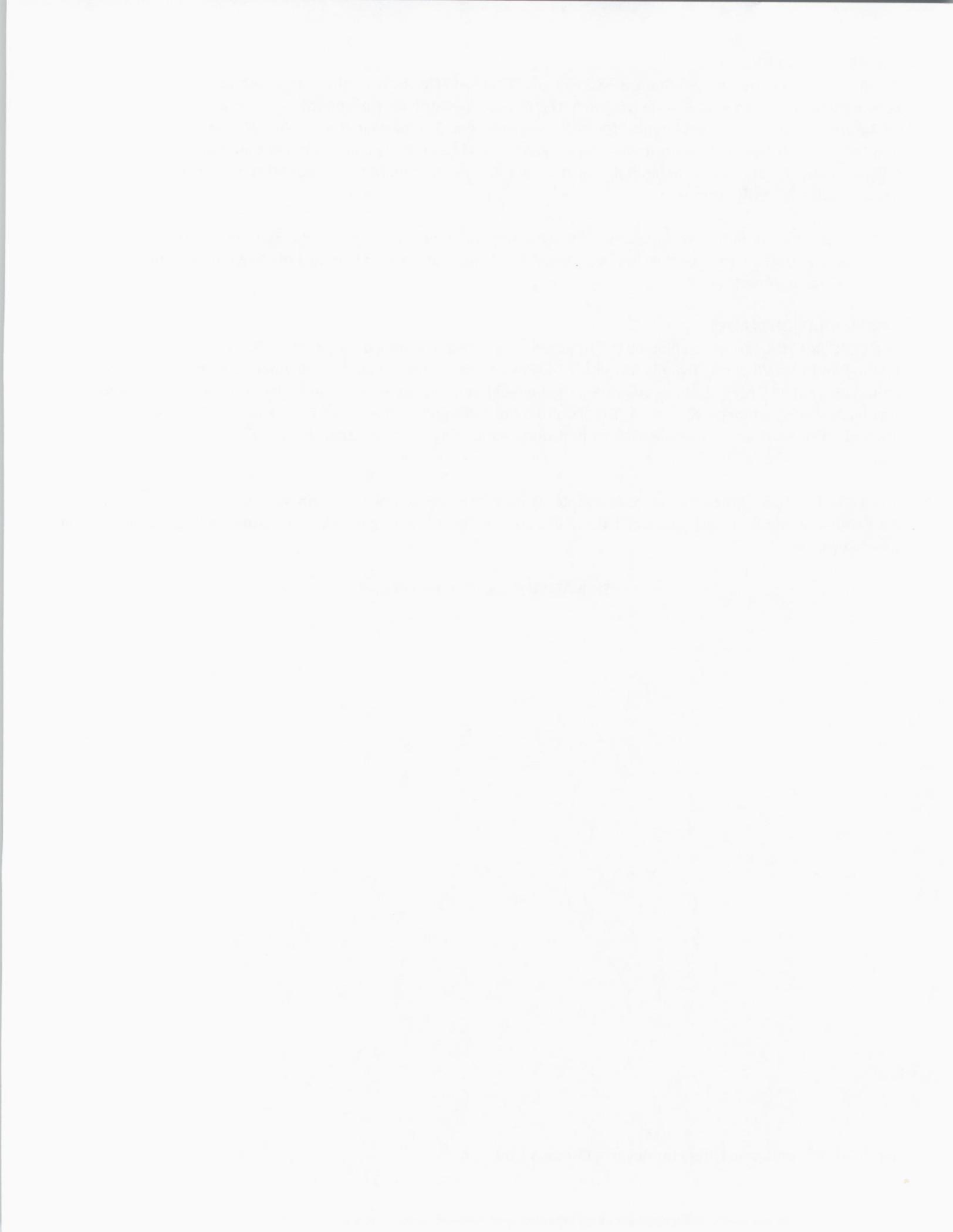
**CONTRACTOR** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

**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 Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

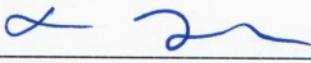
The **CONTRACTOR** agrees not to discriminate in its employment practices and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

**SIGNATURES ON FOLLOWING PAGE**



IN WITNESS WHEREOF, the parties have executed this Agreement as of this 9th day of June, 2020.

WITNESS:



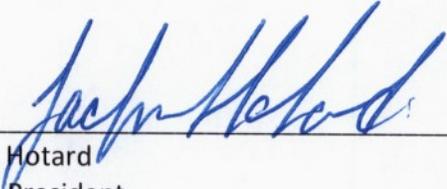
SIGNATURE

Deshanda Firmin

PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

By:   
Jaclyn Hotard  
Parish President

WITNESS:



SIGNATURE

Warren Bartholmew

PRINT NAME

Contractor:

Applied Membranes, Inc.

By:   
Anjali Dhawan  
Manager



**EXHIBIT A**  
**Statement of Work**

St. John the Baptist Parish treats well water for its potable water distribution. The **CONTRACTOR** will establish pricing for as-needed purchases of replacement membranes for 24 months from date of award. Purchase orders will be issued for each purchase (minimum of 70 membrane filters per order).

Model #OSMO-MUNI-LE/RO-4 (or equal) Part # 1266802



EXHIBIT B  
Bid Form

Price for one (1) Filter \$ 359 Brand/Model# of filter LG/LG BW 400 ES  
FOB destination, freight prepay and add ~~\*~~NET 30 TERMS ~~\*~~

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

(enter the addenda number(s)) 1

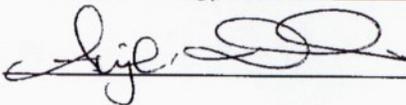
St. John the Baptist Parish Council, being a government agency, is exempt from all sales tax.

Name of Bidder Applied Membranes, Inc.

Address of Bidder 2450 Business Park Drive, Vista, CA 920

Name of Authorized Signatory of Bidder Anjli Dhawan

Title of Authorized Signatory of Bidder VP of Sales

\*\*Signature of Authorized Signatory of Bidder 

\*\*Corporate Resolution or Certificate of Authority or Written Evidence as prescribed by LA R.S.38:2212(B)(5)

**ORIGINAL**



**CORPORATE RESOLUTION**  
(Corporations must complete and submit)

**ORIGINAL**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Applied Membranes, Inc, INCORPORATED.

AT THE MEETING OF DIRECTORS OF Applied membranes, INCORPORATED,  
DULY NOTICED AND HELD ON 5/26, 2020,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Anjali Dhawan 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.

Anjali Dhawan VP of Sales  
Signature Title

5/26/20

DATE



**EXHIBIT C**  
**Insurance Requirements**

**Contractor** 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 **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 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 **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 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. Contractor 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.



**CORPORATE RESOLUTION**  
(Corporations must complete and submit)

**ORIGINAL**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Applied Membranes, Inc, INCORPORATED.

AT THE MEETING OF DIRECTORS OF Applied membranes, INCORPORATED,  
DULY NOTICED AND HELD ON 5/26, 2020,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Anili Dhawan 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.

Anili Dhawan VP of Sales  
Signature Title

5/26/20  
DATE





# ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

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

**June 10<sup>th</sup>, 2020**

Division B  
Michael P. Wright  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

**Jaclyn Hotard, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. Airline Hwy.**  
**LaPlace, LA 70068**

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

**Dear Mrs. Hotard:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 9<sup>th</sup>, 2020.**

District II  
Warren Torres, Jr.  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4153

**“Councilman Arcuri moved and Councilman Torres seconded the motion to grant administration authorization to award the bid for Membrane Filters for Reverse Osmosis Unit to Applied Membranes, Inc. The motion passed unanimously.”**

District III  
Tammy Houston  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3956

## 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 9<sup>th</sup> day of June, 2020.**

District IV  
Tyra Duhe-Griffin  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4177

**June 10<sup>th</sup>, 2020,**

District V  
Robert J. Arcuri  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3167

  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**

District VI  
Tonia Schnyder  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4283

District VII  
Thomas Malik  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

