



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

AMENDMENT TO CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

Be it known, that on this 30th day of June, 2016 St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") hereby amends its contract with, **MI Braun, LLC d/b/a ACT Technologies, 553 Central Avenue, Reserve, LA 70084** (hereinafter sometimes referred to as "Contractor") originally dated June 11, 2015 under the following terms and conditions.

The contract is amended as follows:

Scope of Services

Contractor hereby agrees to the services at parish facilities as shown in **Exhibit A: Statement of Work and Amended Locations**.

Except as set forth in the Amendment, the contract is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 30th day of June, 2016.

WITNESS :

Progen Coleman

PARISH:

ST. JOHN THE BAPTIST PARISH

By: *Natalie Robottom*
Natalie Robottom

Title: Parish President

WITNESS :

Deanna Schenmayer

CONTRACTOR:

MI Braun, LLC D/B/A ACT Technologies

By: *Marcus Braun*
Marcus Braun

Title: Owner

Exhibit A
Statement of Work

Original Contract

Requirements and Specifications:

Proficiency with Microsoft Exchange 2007, ODBC Data Sources, Trend Micro anti-virus software, Velocity Credit Card Payment System, Laserfiche Content Management System, Laserfiche Workflow, AS-400, Voice Over IP Phone Systems, Sonic Wall VPN, Sonic Wall Firewalls, Sonic Wall Content Filters, Remote Access (for Desktops, Blackberries and I Pads, Barcode and Inventory Management Software and Geo Systems Surveillance Equipment)

Provide general IT services support such as system maintenance, hardware and software installation and configurations, system upgrades, network cabling installations and maintenance, and updates at the following locations:

Original Locations:

Public Works Office, 149 East Third Street, Edgard
Westbank Community Center, 173 East 3rd Street, Edgard
40th JDC Courthouse, 2393 Hwy 18, Edgard
Garyville Utility Service Center, 492 Historic Main, Garyville
Planning & Zoning, 102 E Airline Hwy, LaPlace
River Road Waste Water, 124 Water Plant Road, LaPlace
Percy D. Hebert Building, 1801 W Airline Hwy, LaPlace
40th JDC Juvenile Services, 1212 Hwy 44, Reserve
Homer "Boogie" Joseph Community Center, 366 NW 2nd Street, Reserve
Woodland Treatment Plan, 900 Woodland Drive, LaPlace
Water Wells #1 and 2, 6243 & 6027 Hwy 51, Ruddock
Maintenance Center, 434 Elm Street, LaPlace
Public Works (Main Campus), 1801 W Airline Hwy, LaPlace
Warehouse (Main Campus), 1801 W Airline Hwy, LaPlace
St. John Community Center, 2900 Hwy 51, LaPlace
Lyons Water Plant, 2062 Hwy 44, Reserve
Health Unit, 473 Central Avenue, Reserve
St. John Health & Human Services, 128 Central Avenue, Reserve
REGALA Gymnasium, 200 REGALA Park Road, Reserve
Animal Shelter, 488 W 2nd Street, LaPlace

Amended Requirements and Specifications:

The following has been established as an amended item under the basic scope of services to be provided and/or performed by the Contractor

Proficiency with Microsoft Exchange 2007, ODBC Data Sources, Trend Micro anti-virus software, Velocity Credit Card Payment System, Laserfiche Content Management System, Laserfiche Workflow, AS-400, Voice Over IP Phone Systems, Sonic Wall VPN, Sonic Wall Firewalls, Sonic Wall Content Filters, Remote Access (for Desktops, Blackberries and I Pads, Barcode and Inventory Management Software and Geo Systems Surveillance Equipment), **and Milestone Video Recording System (all equipment specified by the Parish)**

Provide general IT services support such as system maintenance, hardware and software installation and configurations, system upgrades, network cabling installations and maintenance, and updates, **and surveillance tech for the additional parks** at the following locations:

Amended Contract Locations:

All Parish Facilities (including but not limited to parks, boat launches, and buildings)



ST. JOHN THE BAPTIST PARISH COUNCIL

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

June 29th, 2016

Division A

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

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B

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

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 28th, 2016.

District I

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

“Councilman Madere moved and Councilwoman Remondet seconded the motion to grant administration authorization to amend the contract for IT Services with ACT Technologies for additional sites. The motion passed with Councilman Perrilloux absent.”

District II

Julia Remondet
P.O. Box 2680
Reserve, LA 70084
Cell 504-330-7739

CERTIFICATION

District III

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

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 28th day of June, 2016.

District IV

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

June 29th, 2016

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

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

Buddy Boe
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 985-703-2648

ORIGINAL



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

CONTRACT

Be it known, that on this 11 day of June, 2015 St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and **MI Braun, LLC d/b/a ACT Technologies, 553 Central Ave, Reserve, LA 70084** (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to perform information technology services at certain parish facilities or properties, as stated in **Exhibit A: Statement of Work**.

Payment Terms

In consideration for the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in Exhibit B: Fee Schedule.

All payments must be approved by the **Chief Administrative Office and Parish IT Specialist and/or IT Coordinator**.

Monitoring Plan

This contract shall be monitored by the **Parish IT Specialist and/or IT Coordinator**. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to disbursement of payment for services, etc.

Termination Clause

The Parish may terminate the Contract at any time by giving **thirty (30) days written notice to the Contractor**. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents, maps, diagrams, and other material delivered or transmitted to Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration

of this contract.

Insurance

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

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

Auditors

It is hereby agreed that the Parish shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall be for five (5) years beginning on June 1, 2015 and shall terminate on May 31, 2020, with the option to renew in one-year increments upon written mutual agreement between the Parish Council and the Company, up to three (3) years.

Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, 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 cause 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 contract shall, for any reason(s), 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 contract, and in such an event, this contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Contractor certifies 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 further certifies 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, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

E-Verify Program

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must complete the E-Verify Affidavit, stating affirmatively 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 a contract 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. Contractor verifies 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.

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

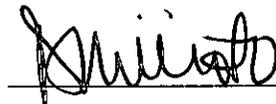
Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Signatures on Following Page

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 11 day of June, 2015.

WITNESS :



PARISH:

ST. JOHN THE BAPTIST PARISH

By: 
Natalie Robottom

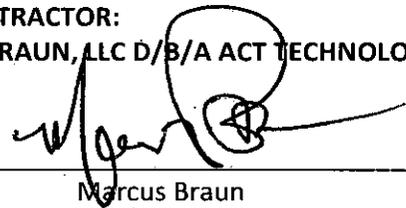
Title: Parish President

WITNESS :



CONTRACTOR:

MI BRAUN, LLC D/B/A ACT TECHNOLOGIES

By: 
Marcus Braun

Title: Owner

Exhibit A
STATEMENT OF WORK

Requirements and Specifications

The following have been established as a basic scope of services to be provided and/or performed by ACT technologies.

1. Microsoft Certified Systems Engineers/Technicians
2. A-Plus Certified Technicians
3. Ability to diagnose and troubleshoot almost any computer or cellular phone problem
4. Ability to upgrade, install and configure Parish computers, phones, machines, network firewalls, network servers, operating systems and applications (including third-party)
5. Capable of conducting a business impact analysis (BIA), assist with development of recovery strategies and IT contingency plans, designing and operating off-site network for all Parish operations in the event of a natural or man-made disaster
6. Network (and switch) design, configuration and troubleshooting
7. Expert in Windows XP, Vista, 7, 8 and apple products configuration and troubleshooting
8. Project completion documentation preparation (local passwords, configurations, etc.)
9. Proficiency with Microsoft Exchange 2007, ODBC Data Sources, Trend Micro anti-virus software, Velocity Credit Card Payment System, Laserfiche Content Management System, Laserfiche Workflow, AS-400, Voice Over IP Phone Systems, Sonic Wall VPN, Sonic Wall Firewalls, Sonic Wall Content Filters, Remote Access (for Desktops, Blackberries and I Pads, Barcode and Inventory Management Software and Geo Systems Surveillance Equipment),
10. Familiar with the Automatic Data Processing (ADP) system in order to export data stored and archive payroll from human resource records.
11. Company must execute a Past Criminal Convictions Attestation Form and Non-Solicitation Affidavit Form. One original copy of each form is to be submitted with the proposal
12. Provide general IT services support such as system maintenance, hardware and software installation and configurations, system upgrades, network cabling installations and maintenance, and updates at the following locations:

Public Works Office, 149 East Third Street, Edgard
Westbank Community Center, 173 East Third Street, Edgard
40th JDC Courthouse 2393 Highway 18, Edgard
Garyville Utility Service Center, 492 Historic Main, Garyville
Planning & Zoning 102 East Airline Highway, LaPlace
River Road Waste Water 124 Water Plant Road, LaPlace
Percy D. Hebert Building, 1801 West Airline Highway, LaPlace
40th JDC Juvenile Services, 1212 Highway 44, Reserve
Homer "Boogie" Joseph Community Center, 366 NW 2nd Street, Reserve
Woodland Treatment Plant, 900 Woodland Dr., LaPlace
Water Wells #1 and 2, 6243 & 6027 Highway 51 Ruddock
Maintenance Center, 434 Elm Street, LaPlace
Public Works (Main Campus), 1801 West Airline Highway, LaPlace
Warehouse, (Main Campus), 1801 West Airline Highway, LaPlace
St. John Community Center, 2900 Highway 51, LaPlace
Lyons Water Plant, 2062 Highway 44 Reserve
Health Unit, 473 Central Avenue, Reserve
St. John Health & Human Services, 128 Central Ave., Reserve
Regala Gym, 200 Regala Park Rd., Reserve
Animal Shelter, 488 West 2nd St, Laplace

Email, Security and Backup Efforts

Maintenance of Parish email accounts using the Parish domain, add, changing and/or deleting parish employee account as requested; maintenance of virus detection programs on the parish servers and user computers and laptops, and performance of periodic security audits.

Configuration of the Parish system to enable remote access in the secure environment with provisions for remote access administration, as requested by the Parish point of contact.

Requirements for the data backup policy, with procedures in place to handle daily weekly and monthly back-up of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.

Information Technology Hurricane Preparedness Service Plan

Hurricane preparations and timelines are required by the Information Technology (IT) company in the threat of a hurricane landfall. Preparations will begin well before landfall and appropriate timelines will ensure that they are completed before the time of and facility closing. Decisions are based on predictions by the National Weather Service and probabilities of landfall. Timelines are also based on the announcement of parish closures.

- 1. In the event St. John the Baptist should prepare for heavy rain, the Information Technology Services department will be responsible for:***

Operating the parish's information and technology services, including IT infrastructure. The parish's IT organization must provide ongoing support for client/server and browser based application processing in sophisticated and secure network environment, replace system failure with operating system, and provide an effective, flexible, responsive and secure structure to manage change and address the parish's communication information needs.

In addition provide IT services support such as system maintenance, hardware and software installation and configuration, system upgrades, network cabling installations and maintenance. Support and maintain data backup and recovery at the Emergency Operation Center (EOC); the IT company will begin appropriate backups and take appropriate steps to waterproof equipment. Provide other network assistance as needed; Identify potential risks to the network, operating systems and communicate these to the Parish; and respond to emergent needs as determined by the Parish IT Liaison regarding service calls, work orders, equipment purchases/upgrades and all IT related needs; Assist the Parish with disaster preparedness measures 36 hours prior to any hurricane threatening land fall near the Parish; and Provide on-site services (one Technician) during a Hurricane event; and Provide on-site services (one Technician) during a man- made disaster that affects Parish IT infrastructure; and If requested by the Parish President, establish and maintain remote access for all Parish operations, during or after an emergency event; Assist the Parish with design and implementation of an IT disaster recovery plan; conduct a business impact analysis (BIA); Identify preventive controls; participate in Table Top training exercises and disaster preparedness meeting as scheduled by the Parish Director of Emergency Preparedness. The IT company will respond to service calls from Parish Liaison – attempting to resolve the problem by email or telephone. If the problem persist after thirty (30) minutes, and can't be resolved remotely, the IT company will arrive onsite within one (1) hour.

Responsibility Summary Long Term Recovery/Loss of Service

The IT Recovery Team is responsible for the following recovery activities:

- Provide a centralized coordination point for initial assessment, plan review, and authorization and subsequent support;
- Work with Purchasing to authorize any recovery resource acquisitions made by damage assessment personnel;
- Monitor and coordinate the recovery of essential Data Center operations and targeted recovery windows;
- Assist in planning any data transition necessary
- Coordinate the development and implementation of restoration plans for returning the damaged (or new) site back to normal operational status; and,
- Oversee and enforce Recovery Team administrative procedures throughout the recovery effort.
- The company will provide ongoing coordination and support to the entire Emergency Operation Center.

GIS/LASERFICHE

- Restore servers and services as per recovery procedures.
- GIS Coordinator and GIS Support staff should assist with conformation of layers and other database access.
- Create/Write templates, programs in workflow, etc.

POWER SURGE/ EQUIPMENT OUTAGE

- Check status of all large battery capacity. Order replacements if capacity drops below 2 hours;
- If outage occurs, utilize a backup server as primary server for data;
- Maintain current backup disks of configuration, data files, and operating systems;

Exhibit B
Fee Schedule

Position	Hourly Rates
PC Technician	\$ 75.00
Project Manager/Consultant	\$ 75.00
GIS Programmer	n/a
Network & Server Engineer	\$ 75.00
Laserfiche Consultant	\$150.00

Technician - ACT will house a technician on-site at the Percy Hebert Building 3 days a week; 8 hours a day; at a cost of \$75 an hour.

Exhibit C
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

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 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:

- Employers' liability limits of \$100,000/\$500,000/\$100,000
- Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
- WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate
- No excluded classes of personnel or employees shall be allowed on Council's premises

B) Commercial General Liability, including:

- Contractual liability assumed by this agreement
- Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- Personal and advertising liability
- Completed operations
- Medical payments

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

- \$500,000 each occurrence limit
- \$1,000,000 general aggregate limit other than products – completed operations
- \$500,000 personal and advertising injury limit
- \$500,000 products/completed operations aggregate limit
- \$50,000 fire damage limit
- \$5,000 medical expense limit (desirable but not mandatory)
- 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
- Some contracts 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:

- \$10,000/\$20,000/\$10,000
- 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



ST. JOHN THE BAPTIST PARISH COUNCIL

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

March 25th, 2015

Division A
Lucien J. Gauff, III
670 W. 2nd Street
LaPlace, LA 70068
Cell 504-222-4585

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B
Jaclyn Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

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, March 24th, 2015.

District I
Art Smith
192 E. 12th Street
Edgard, LA 70049
Cell 985-379-6028

“Councilwoman Millet moved and Councilman Snyder seconded the motion to enter into a contract for Information Technology Services with ACT Technologies. The motion passed with 4 yeas, 2 abstaining (Gauff, Wright) and 3 absent (Hotard, Perrilloux, Wilson).”

District II
Ranney Wilson
820 Garyville Northern
Garyville, LA 70051
Cell 985-379-6285

CERTIFICATION

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

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 24th day of March, 2015.

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

March 25th, 2015,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

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
Cheryl Millet
1925 Ridgefield Drive
LaPlace, LA 70068
Cell 985-296-6046