ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH,
Clerk of Court
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ST. JOHN
THE BAPTIST PARISH

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
RIVER PARISHES CONVENTION, TOURIST, AND VISITORS COMMISSION

This Agreement is made and entered into on this 11th day of February, 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 **River Parishes Convention, Tourist, and Visitors Commission, 671 Belle Terre Blvd, LaPlace, LA 70068,** represented by Gary Boe, Jr., Executive Director, hereinafter referred to as "**Contractor**" under the following terms and conditions.

TERM OF AGREEMENT
This **Agreement** shall begin on the date above and terminate one (1) year after commencement.

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.

EXTENSION
The term of this **Agreement** may be extended for two (2) additional one (1) year terms by written agreement, 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.

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.** Invoice payment terms are Net 30.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director**. 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 reimbursement of services, etc. The **Contractor** shall submit a monthly summary of activities.

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.

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 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 **Contractor** is entering into this **Agreement** in the capacity of an independent **Contractor**. While in the performance of services or

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, Contractor, 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 trail 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**. 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.** 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

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 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 **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: Jaclyn Hotard Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Gary Boe, Jr. Executive Director River Parishes Convention, Tourist, and Visitors Commission, 671 Belle Terre Blvd, LaPlace, LA 70068

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **Contractor** must certify that he has not been

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), the **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 Contractor to any person or legal entity to procure or assist in procuring this **Agreement**, other than persons regularly employed by **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 the **Contractor** in the regular course of their employment duties for the **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.

Thus done and signed at LaPlace, Louisiana on the day, month and year first written on page 1 of this document.

WITNESSES:

Deanna Schexnayder

ST. JOHN THE BAPTIST PARISH

Jaclyn Hotard
Parish President

WITNESSES:

Wilma Harvey

Denise Burrell

RIVER PARISH CONVENTION, TOURISTS, AND VISITORS COMMISSION

Gary Boe, Jr.
Executive Director

EXHIBIT A

Scope of Services

The scope of services to be provided by the **Contractor** includes, but is not necessarily limited to the following:

1. **Client Management**

   Prospective inquirers will be provided with a resource guide that indicates pertinent information pertaining to the square footage, rental policies, and rental rates about the **Center**. The inquirer must be informed about insurance and security that are required to rent the **Center**. Upon request, site visits and tours of the **Center** will be scheduled and conducted.

2. **Contract Management**

   A contract to rent the **Center** will be prepared after a certificate of insurance has been provided and verification that security has been acquired from the St. John the Baptist Parish Sheriff's Department. The signed contract, certificate of insurance, and security confirmation will be submitted to the St. John the Baptist Parish Administration for final approval.

3. **Event Space Management**

   A worksheet identifying setup arrangements, audio-video equipment, and any assistance needed from the Parish to help with setup for an event will be prepared and submitted to the St. John the Baptist Parish Administration.

4. **Vendor Management**

   A vendor management system will be implemented to identify local preferred vendors to provide services that will match the needs of a particular event. All relevant vendors and vendor related information will be maintained in a preferred vendor database.

5. **Film Management**

   The two large rooms in the **Center** referred to as the Main Soundstage and the Secondary Soundstage are the primary venues that are rented for film production. These two rooms, in addition to other space needed to produce a film, will be presented to, and if necessary, contracted to film producers and location managers affiliated with film production.

6. **Sales & Marketing**

The **Center** will be advertised and promoted through its website, its information packet, collateral specifically designed for the **Center**, tradeshows, and familiarization tours.
The **Contractor** will oversee and maintain all marketing materials and coordinate with Parish Administration regarding costs and reimbursement. Additionally, the **Contractor** will represent the **Center** at film industry tradeshows.

7. **Reporting**

A report indicating revenue generated from the **Center** bookings and hotel room nights as a result of bookings at the **Center** will be presented every month to the **Contractor** Board of Directors, the Parish Council, and the Parish Administration.

8. **Consulting**

The **Contractor** will work with Parish Administration on investment and expansion decisions related to the **Center** to achieve maximum impact for the community's economy and hospitality and tourism industry.

9. **Pre-Approved Expenses**

Any expenses incurred for the promotion and marketing of the sound stage within the St. John Community Center at a film and television industry exposition. Request for reimbursements must be made to Parish Administration and each request must include supporting documentation detailing the requested expense, i.e.., registration forms, proposals, etc.
Reimbursement for said expense must be attached to the corresponding invoice along with supporting documentation (i.e. prior authorization, receipts, etc.).
These expenses must demonstrate a direct benefit to the St. John Community Center.

EXHIBIT B
Pricing Schedule

In consideration of the services described in Exhibit A the Parish hereby agrees to pay the Contractor $1,750.00 per month. The monthly fee shall be inclusive of any pre-approved expenses as defined in Exhibit A. All invoices shall include an invoice number and Purchase Order number.

The Parish requires the Contractor to submit a detailed monthly invoice that describes the services provided for payment. At minimum, each invoice shall include:

a. name of the Commission representative,
b. name of prospective/actual client,
c. date services were provided,
d. prospective/actual reason for client, and
e. services provided and final result.

Invoice terms are NET 30 and will be processed within 30 (thirty) days following receipt of the invoice. All payments must be approved by the **DIRECTOR.**

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 Auto Liability

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.

EXHIBIT D
Deliverables

1. The Parish shall continue to provide set up and tear down labor support and staff during required time periods established in event contracts.

2. The **Contractor** agrees to annually hold its Taste of Tourism and Tourism Summit at the **Center** unless adequate space is not available.

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

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

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

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

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

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

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

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

District VII

February 12th, 2020

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

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, February 11th, 2020.

"Councilwoman Houston moved and Councilwoman Duhe-Griffin seconded the motion to grant administration authorization to enter into a Professional Services Agreement (PSA) with the River Parishes Convention, Tourists, and Visitors Commission for the management and promotion of the St. John Community Center. The motion passed with Councilman Arcuri absent."

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 11th day of February 2020.

February 12th, 2020,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council