



ST. JOHN

THE BAPTIST PARISH

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

CONSULTING SERVICES AGREEMENT

Be it known, that on this 22nd Day of September, 2015, this agreement by and between **St. John the Baptist Parish** ("Client"), located at 1801 W. Airline Hwy, LaPlace, Louisiana, 70068 and **New Era Information Technologies, LLC** ("Consultant"), located at 277 Plauche St, Harahan, Louisiana, 70123

SCOPE OF SERVICES

The services to be performed by Contractor for Parish under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

INSURANCE

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

MONITORING PLAN

This Contract shall be monitored by the **Director of Purchasing and Procurement**. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work

PAYMENT TERMS

Consultant is being hired on a fixed-price basis to perform the Services and provide the Deliverables described above. Any material change in the Services or Deliverables described above requires a written change order signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. The fixed price for this Statement of Work is: \$ 39,000.00.

Payment is due NET 30 days after date of invoice. Client may not withhold any amounts due hereunder and Consultant reserves the right to cease work without prejudice if amounts are not paid when due. In consideration of the services described above, Parish hereby agrees to provide compensation to the Contractor on an as needed basis in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

Timeline for completion of the above referenced projects is three months from the date of contract execution.

TERMINATION FOR CAUSE

Parish may terminate this Contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Contractor written notice specifying the Contractor's failure.

TERMINATION FOR CONVENIENCE

Parish may terminate this 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, 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 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.

NON-ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of 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 become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

AUDITORS

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

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 caused in whole or in part by negligent acts or omissions of Engineer.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Contract 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 Contract, and in such an event, this

Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days' notice of such change.

| If to Parish: | If to Contractor: |
|---|---|
| ATTN: Laverne Saulny St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068 | ATTN: Glen Feucht New Era Technologies 277 Plauche St. Harahan, Louisiana, 70123 |

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, 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, contractors' 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 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 contract, other than persons regularly employed by Contractor. Contractor further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this contract, 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 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 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.

CONFIDENTIALITY CLAUSE

All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's Work.

All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client and shall not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

These obligations of confidentiality shall extend for a period of two (2) years after the termination of this agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

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 29th day of September 2015.

WITNESS:



PARISH:

ST. JOHN THE BAPTIST PARISH

By: 

Natalie Robottom
Parish President

WITNESS:



CONTRACTOR

NEW ERA TECHNOLOGIES, INC.

By: 

Owner

EXHIBIT A STATEMENT OF WORK

SCOPE OF SERVICE

St. John the Baptist Parish is in need of an updated financial system to replace their current AS400 platform. The current system is lacking many automated features and as well as checks and balances that are built into most modern financial systems.

PROJECT 1

New Era will meet with all of the departments at St. John to discuss how they currently use the financial system. We will review the current business processes and systems that currently integrate with the existing financial system. In the initial meeting, it was discussed that there are many customized modules that have been implemented throughout the years. Each of these will need to be analyzed to ensure that the new financial system can meet the needs and procedures of St. John the Baptist Parish. During this analysis, we will produce a scope to determine which financial systems meet the requirements.

PROJECT 2

New Era will setup demonstrations of the top systems that meet the requirements of project 1. We will analyze the St. Charles Parish system as well. After review and selection of the most beneficial financial system, our team of technical writers will help; produce the technical portion of the RFP.

Migrating to a new financial system is a very critical project. It is not recommended to rush such a project as you could easily end up with incorrect data and a system that is not properly functional. We have seen this happen on numerous occasions when the project is not handled properly. We anticipate the first 2 projects to take about 3 months to complete. Depending on the timeframe for an RFP selection, we anticipate another 4 - 6 months to implement a new system, migrate the data, customize to fit St. John's needs and train. We have split the milestones and deliverables in the first 2 projects evenly.

MILESTONES

- Initial Meeting
- Finalize Work Plan
- Document current system including customizations and desirables
- Determine Budget
- Detailed Scope Document
- Analysis of top systems that fit requirements
- Demo of systems to St. John the Baptist Parish staff
- Technical portion of RFP

DELIVERABLES

Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.

- Documentation of current system and workflow
- Detailed Scope Document
- Technical portion of RFP

TIME ESTIMATES

We anticipate the first 2 projects to take about 3 months to complete

PROJECT/PERSONNEL REQUIREMENTS

Glen Feucht – Project Manager/Analyst

Don Flores – Consultant/Analyst

Andrew Jones - Consultant

**EXHIBIT B
PRICING SCHEDULE**

Services will be invoiced according to the following payment schedule:

| | Milestone | Amount Due |
|----|-------------------------|-------------------|
| 1. | Completion of Project 1 | \$19,500 |
| 2. | Completion of Project 2 | \$19,500 |

Timeline for completion of the above referenced projects is three months from the date of contract execution. Prices quoted for Services do not include and Client will reimburse Consultant for its reasonable and necessary out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing. Any applicable sales tax is to be paid by Client.

○

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

CONSULTANT 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:

- 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 Dept./Legal Dept.
- 3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included 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 limit other than products – completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) **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 shall be included on the certificate.**
- 9) 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 CONSULTANT.

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 shall be included on the certificate.**

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

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

1) \$1,000,000.00

2) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.**

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

CERTIFICATES

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement **within ten (10) days of provisional award. Failure to provide insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Consultant/Company shall maintain insurance in full force and effect during the entire period of performance of work. 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.**

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished.

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



ST. JOHN THE BAPTIST PARISH COUNCIL

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

September 23rd, 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, September 22nd, 2015.

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

“Councilman Gauff moved and Councilman Snyder seconded the motion to grant administration authorization to enter into an agreement with New Era Technologies for consultant services. The motion passed unanimously.”

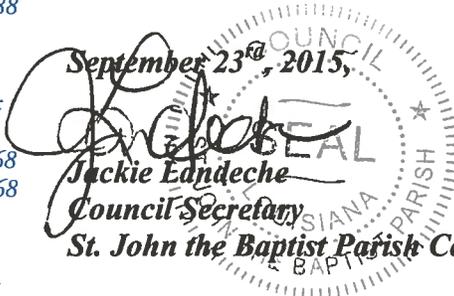
District II
Ranney Wilson
820 Garyville Northern
Garyville, LA 70051
Cell 985-379-6285

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 22nd day of September, 2015.

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

September 23rd, 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