ST. JOHN
THE BAPTIST PARISH

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

ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the original filing that was recorded on:
01/23/2019 9:10AM
363345- MO
Deputy Clerk H62951

GRASS CUTTING SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
PELICAN STATE PROPERTY SERVICES, LLC

This Agreement is made and entered into on this **13th** day of **December 2018** by **St. John the Baptist Parish Council,** (hereinafter referred to as "**Parish**"), represented by (Natalie Robottom), **Parish President,** in accordance with the duly passed motion of the St. John the Baptist Parish Council, attached hereto, and **Pelican State Property Services, LLC, 172 Annex Drive, Reserve, LA 70084** represented by (Justin Gabriel Leblanc) 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 **January 2, 2019** and terminate **three (3) years thereafter.**
This agreement may be renewed for two (2) years in one (1) year increments, subject to approval by the St. John the Baptist Parish Council.

AMENDMENT
This agreement may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

SCOPE OF SERVICES
The "Services" to be performed by the **Contractor** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Work**, incorporated herein by reference. The parties further agree to be bound by the requirements of **Exhibit A: Scope of Work** attached hereto and made a part of this **Agreement**.

PAYMENT TERMS
In consideration of the services described in **Exhibit A: Scope of Work**, 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 Net 30.

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

MONITORING PLAN
This **Agreement** shall be administered and monitored by the **Director** as work is performed. The monitoring plan will include a review of the services delineated in **Exhibit A: Scope of Work** to ensure completion and a review of invoices for accuracy prior to payment.

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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

It is understood and agreed by the parties hereto that the **Contractor** is entering into this **Agreement** in the capacity of an independent **Contractor** and not as an employee of the **Parish**.

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, 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**.

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.**

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 **Contractor**, 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.

If to Parish:	**If to Contractor:**
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Justin Gabriel Leblanc Pelican State Property Services, LLC 172 Annex Drive Reserve, LA 70084

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** 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 the **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 above.

WITNESS:

Megan Collins

SIGNATURE

Megan Collins

PRINT NAME

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom

Natalie Robottom
Parish President

WITNESS:

Jean Stewart

SIGNATURE

Jean Stewart

PRINT NAME

Contractor:
Pelican State Property Services, LLC

By:

Justin Gabriel LeBlanc
Owner

EXHIBIT A
Scope of Work

Contractor shall use any and all procedures required in the performance of grass cutting and grounds maintenance and landscaping according to industry standards and/or required by any regulatory agency. **Contractor** shall maintain grounds in accordance with customary industry standards, including trimming, and keeping both sides of fence lines free of growth. The **Contractor** shall be responsible for any damage done to the Parish's grounds, including any and all other property or any damage done to Parish employees, employees' property, or neighbors' property. The **Contractor** shall repair any such damage done returning the grounds and/or property damaged to its pre-damaged state. If the Parish determines that it is more expedient to have the damage repaired themselves, then the cost of such repairs will be deducted from any amounts due the **Contractor** or collected from the **Contractor**.

Scheduling of work- **Contractor** shall provide and maintain a day and time schedule of when each cut is expected to be completed. The **Contractor** shall be responsible for securing the facility during and after any period of time that services are being performed.

All labor, materials and equipment necessary to perform the work required for the maintenance of grass, annuals, perennials, shrubs, trees, and irrigation systems, shall be provided by the **Contractor**. This maintenance shall include, but not limited to, application of fertilizers, herbicides and pesticides, watering (optional), pruning, weeding, deadheading, replacement plantings (as approved by the Parish), loose trash removal, leaf removal and spring and fall cleanup. Paved surfaces shall be weeded as often as necessary to discourage unsightly weed growth. This shall be accomplished through herbicides (**License required for herbicides only**) and mechanical means.

Grass Cutting and Maintenance:

I. **Mowing Cycles:** Normal cutting cycles shall be thirty-six (36) times per year unless otherwise stipulated. The schedule is as follows:
   a. Once a month in December and January (cut in the first week of each month or at the Parish's request. (two times)
   b. Twice a month in October, November, February, and March. (eight times)
   c. Once a week in April, May, June, July, August, and September (twenty-six times which includes months containing five (5) weeks). **All** cutting shall be done with finish cut equipment.

II. **Mowing: Contractor** shall mow all areas using "finish cut" equipment. Grass clippings or debris caused by mowing shall be removed from sidewalks, driveways, gutter, ditches and curbs or surfaces on the same day as mowing. Mowing will not be permitted when weather conditions will result in damage to turf or lawn. **Contractor** shall remove all trash and litter from the entire area prior to initiating any mowing of the grass area. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass.

III. **Grass Height:** Grass height shall be maintained to an average of one (1) to two (2) inches.

IV. **Weed Eating:** Weed eating shall be performed during, or as an immediate operation following mowing. Weed eating may be accomplished by hand power shears or rotary nylon, "fish line" cutting machines or by chemical control. Grass shall be cut at the same height as adjacent turf or lawn is mowed. Areas requiring weed eating includes, but are not limited to ditches, fence lines, walls, poles, electrical boxes, tree rings, sprinklers, asphalt edges, plant beds and all other objects as required by designated Parish representative.

The base around all structures, trees, poles, signs, fences, shall be trimmed. Special care shall be given to trimming around small trees and shrub beds so as not to inflict damage to the bark of the trees and shrubs. Trees and plants damaged by trimming shall be replaced at the expense of the **Contractor**.

V. **Edging**: **Contractor** shall mechanical edge all sidewalks, drains, driveways, fence lines, flower beds, and the main/front entrance of all buildings. Walkways and driveways are to be swept or blown free of debris after every cutting. Edging shall be performed to result in neat vertical uniform lines and uniform depths.

NOTE: IN ACCORDANCE WITH ORDINANCE SEC. 42-78, CONTRACTOR SHALL NOT BLOW OR DEPOSIT DEBRIS IN DITCHES, CATCH BASINS AND DRAINS THAT MAY RESULT IN CLOGGING.

Landscaping and Maintenance:

I. **Flower Bed Maintenance**: At each visit the **Contractor** shall remove all trash from all flowerbeds. All weeds shall be removed from flowerbeds by either pulling by hand or by chemical control. Trees and shrubs shall also be pruned and trimmed so as to not allow overgrowth throughout the year. **Contractor** shall remove all dead shrubs, fallen tree limbs and any clippings from pruning of shrubs and trees **(License Required)**.

II. **Chemicals/Herbicides (if needed):** All personnel involved in the handling and application of chemical herbicides or other regulated materials are to be properly trained, certified, and licensed by Louisiana Department of Agriculture for such service. All legally required State and Local certifications and licenses must be maintained as current during the entire contract term. Copies of the legally required certifications and licenses shall be provided to the Parish with quotation response **(License Required)**.

Regulatory Requirements

Contractor shall comply with all applicable federal, state, and local laws, ordinances rules, and regulations pertaining to the performance of the work specified herein. Ignorance on the part of the **Contractor** shall not, in any way, relieve the **Contractor** from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

Contractor shall hold all licenses, permits, and certifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of the work specified herein.

Safety and Protection

The proposed **Contractor** shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work. The proposed **Contractor** shall take all necessary precautions for the safety of, and shall provide the Personal Protective Equipment (PPE) **(PPE must be worn at all times, specifically but not limited to safety glasses and vests)** to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the general public and property which/who may be affected thereby.

Work Completion

At the completion of the work, the proposed **Contractor** shall remove materials, tools, equipment, all waste materials, from the premises and leave the site clean and ready for use. The parish **is not responsible** for theft or damage of the **Contractor**'s property. All possible safety hazards to workers or the public shall be corrected immediately and left in safe conditions. The **Contractor** shall send written notice of any irregularities noted during servicing, i.e. defective fixtures, pot holes etc. to the designated Department Director/Designee.

EXHIBIT B
Pricing Schedule

The **Contractor** does hereby offer to perform services on behalf of the Parish, of the type and quality and conditions set forth in **Exhibit A: Scope of Work** at the fees stated below.

AREA 13:			
Pelican State Property Services, LLC	**Cuts/per year**	**Unit Price**	**YEARLY AMOUNT:**
Saint Andrews Blvd. Median	36	1000	$ 36,000.00
Total			**$ 36,000.00**

Exhibit C:
Insurance Requirements

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 the **Parish**:

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 agreements may require USL&H or maritime coverage. This should be verified with Insurance Dept. /Legal Dept.
3) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on certificate.
4) No excluded classes of personnel or employees shall be allowed on **Parish's** premises.

B) Commercial General Liability, including:

1) Contractual liability assumed by this **Agreement**
2) **Parish'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) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.
9) Some **Agreements** 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:

1) $1,000,000 CSL
2) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.

D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for the **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 Architects & Engineers, Architects, Land Surveyors, Attorneys, and IT.

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

1) $1,000,000.00
2) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.

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

CERTIFICATES

Prior to starting the work, the **Contractor** shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the **Parish** thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

A current St. John the Baptist Parish Occupational License is to be maintained by **Contractor** during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing and Procurement.

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

CERTIFICATE OF AUTHORITY

I attest that I am the sole member and manager of Pelican State Property Serv. LLC. and
Company Name

that in my capacity as manager, I Justin LeBlanc am authorized
Authorized Representative

under the state of Louisiana to conduct all negotiations, bidding, concerns and transactions with **St. John the Baptist Parish Council** or any of its agencies, departments, employees or agents, including but not limited to the execution of all bids, proposals, papers, documents, affidavits, bonds, sureties, contracts, purchase orders, and notices issued pursuant to the provision of any such bid or contracts for said company.

Domicile Address:

172 Annex Drive

Reserve, LA 70084

Phone No: 504-401-0824

Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS 18TH DAY OF December 2018.
Justin LeBlanc Printed Name of Signatory	Notary Signature Michelle L. Sweeney NOTARY PUBLIC Printed Notary Name: LA Commission #58124
Owner Title of Authorized Signatory	Notary/Bar Roll Number: #58124
	My Commission is for/expires on: Lifetime Commission

MICHELLE L. SWEENEY NOTARY PUBLIC ST. JOHN, LA COMM. #58124

ST. JOHN THE BAPTIST PARISH COUNCIL

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

December 5th, 2018

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

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

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

District II
Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

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

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

District V
Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI
Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII
Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

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

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, November 27th, 2018.

"Councilman Becnel moved and Councilwoman Remondet seconded the motion to grant administration authorization to award the Grass Cutting and Landscaping Maintenance Services to the following: Mighty Mowers, St. John Grass Cutting & Maintenance Services, RRJ Construction, LLC, BLBC Enterprise, LLC, Incredible Mowers & Cleanup Service, B&D Tractor Services Inc., Hymel's Turf & Landscape, LLC, BHold Enterprise, LLC, and Pelican State Property Services, LLC. The motion passed with Councilwoman Hotard 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 27th day of November, 2018.

December 5th, 2018

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council