



# ST. JOHN

THE BAPTIST PARISH

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

## RENEWAL NO. 3 OF 4 TO CONTRACT FOR EMERGENCY RESPONSE, MANAGEMENT, AND RECOVERY SERVICES

This Agreement is made and entered into on this 14<sup>th</sup> day of May, 2019, between **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 and **CrowderGulf, LLC 5435 Business Parkway, Theodore, AL 36582, 800-992-6207**, represented by **John Ramsay, President** in accordance with the certified resolution attached hereto, (hereinafter referred to as "**Contractor**") under the following terms and conditions.

### RENEWAL

Section "3.7 Contract Renewal" of the original Agreement executed on June 11, 2013 provides that "This Contract may be renewed for four (4) subsequent one (1) year renewals after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract" and subject to approval by St. John the Baptist Parish Council.

In accordance with Section "3.7 Contract Renewal" of the original Agreement, Renewal No. 1, executed on April 3, 2017, commenced on June 1, 2017 and terminated May 31, 2018. Renewal No. 2, executed on April 24, 2018, commenced on June 1, 2018 and terminates May 31, 2019.

The parties hereby mutually agree to exercise the 3<sup>rd</sup> option to renew the original Agreement referenced as Renewal No. 3 which shall commence on June 1, 2019 and terminate May 31, 2020.

Except as set forth in this Renewal, all terms and conditions not addressed herein shall remain as stated in the original contract dated June 11, 2013 and the contract Amendment dated April 24, 2018.

**SIGNATURES ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of May 2019.

WITNESS :

*Raferne Joonks*

PARISH: ST. JOHN THE BAPTIST PARISH

By: *Natalie Robottom*

Natalie Robottom  
Title: Parish President

WITNESS :

*Wesley Nail*

CONTRACTOR: CROWDERGULF, LLC

By: *John Ramsay*

John Ramsay  
Title: President

**MINUTES OF ANNUAL MEETING OF  
THE MANAGEMENT COMMITTEE OF  
CROWDERGULF, LLC**

The annual meeting of the Management Committee of CrowderGulf, LLC was held at Theodore, Alabama, on May 8th, 2019 at 5:30 P.M. pursuant to a written waiver of notice signed and approved by all of them, fixing said time and place, said waiver being appended to the minutes of this meeting.

**THOSE PRESENT:** In attendance were: Ashley Ramsay-Naile (also sometimes known as Ashley Ramsay or Elizabeth Ashley Ramsay) and Lyman M. Ramsay

**CHAIRMAN AND SECRETARY:** Ashley Ramsay-Naile served as Chairman and Lyman M. Ramsay served as Secretary of the meeting.

**QUORUM:** The Chairman announced that a quorum was present and that the meeting was open for the transaction of business.

**APPROVAL OF TRANSACTIONS:** The Chairman reported that numerous transactions have been entered into for and on behalf of the limited liability company and which are reflected on the accounting books and records. After full discussion, the following resolution was made, seconded and unanimously carried.

RESOLVED, that the transactions made for and on behalf of this limited liability company and which are reflected on the books and records of this limited liability company shall be and the same hereby are ratified, approved and confirmed.

**DESIGNATION OF OFFICERS:** The Chairman reported that the Management Committee would like to create an additional office for a fourth Vice President to allow for the efficient conducting of the company's business. Upon full discussion and disclosure, the following resolutions were made, seconded and unanimously carried:

WHEREAS, Article 6.5 of the Operating Agreement of CrowderGulf, LLC provides that the Managers "may designate other individuals to serve as officers and their respective titles;"

WHEREAS, the Managers have determined that it would be in the company's best interest to establish and fill a fourth Vice-Presidency.

NOW THEREFORE, it is

RESOLVED that, until further action of the Managers, there shall be for the company the following offices: President / Chief Executive Officer, Senior Vice President / Chief Operating Officer, three Vice Presidencies, Secretary, Chief Financial Officer; and Treasurer; and be it further

RESOLVED that the Managers designate Reid Loper to fill the fourth Vice-Presidency created herein until further resolution by the Manager; and be it further

RESOLVED that the Managers hereby confirm that the following persons are the officers of the company to serve until further resolution by the Managers:

President/Chief Executive Officer – John C. Ramsay  
Senior Vice President/Chief Operating Officer - Ashley Ramsay-  
Naile (also known as Elizabeth Ashley Ramsay)  
Vice President – Lyman W. Ramsay, Jr.  
Vice President – Lyman M. Ramsay  
Vice President – Reid Loper  
Chief Financial Officer/Secretary/Treasurer – J. Anthony Dees

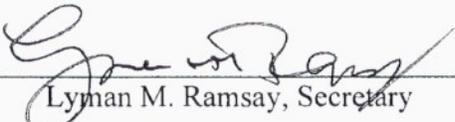
**AUTHORIZATION OF ASHLEY RAMSAY-NAILE AND JOHN C. RAMSAY TO SIGN CONTRACTS AND BID PROPOSALS ON BEHALF OF COMPANY:** The Chairman next reported the suggestion of Senior Vice President / Chief Operating Officer Ashley Ramsay-Naile that she and John C. Ramsay, President / Chief Executive Officer of CrowderGulf, LLC, be authorized to sign contracts and bid proposals on behalf of and to contractually bind the company. After full discussion was had and disclosure made, the following resolutions were made, seconded, and unanimously carried:

RESOLVED that Ashley Ramsay-Naile, also sometimes known as Ashley Ramsay or Elizabeth Ashley Ramsay, and John C. Ramsay, both of whom are employees and officers of CrowderGulf, LLC, shall each be and are hereby authorized to execute contracts and bid proposals on behalf of CrowderGulf, LLC as its duly authorized representative; and be it further

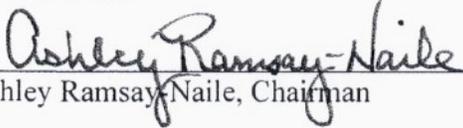
RESOLVED that the signature of any one or more of such duly authorized representatives made on behalf of the company on any contract or bid proposal shall legally bind the company to the terms of the contract or proposal as to the third party vendor, client, or potential client with whom the contract is made or to whom the proposal is addressed, as the case may be; and be it further

RESOLVED, that the authorization granted in this resolution shall remain in full force and effect as to a third party vendor, client, or potential client unless and until the Management Committee revokes such authority and furnishes a duly certified copy of its resolution revoking such authority to the applicable vendor, client, or potential client.

**ADJOURNED:** There being no further business to come before it, the meeting was thereupon declared adjourned.

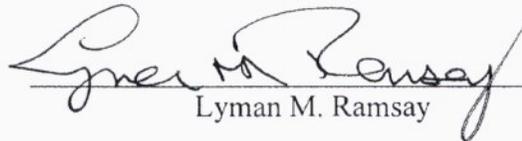
  
Lyman M. Ramsay, Secretary

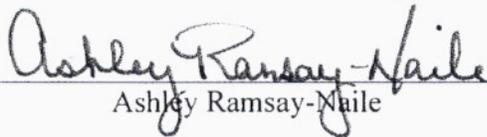
APPROVED:

  
Ashley Ramsay-Naile, Chairman

**CROWDERGULF, LLC  
WAIVER OF NOTICE  
Meeting of May 8th, 2019**

We, the undersigned, being all of the members of CrowderGulf, LLC, do hereby separately and severally waive notice of the time, place and purpose of the meeting of CrowderGulf, LLC to occur at Theodore, Alabama, and we each consent that the meeting be held at said place and on May 8th, 2019 at 5:30 P.M. and we further consent to the transaction of any business that may properly come before the meeting.

  
Lyman M. Ramsay

  
Ashley Ramsay-Naile

**CERTIFIED RESOLUTION  
OF  
CROWDERGULF, LLC**

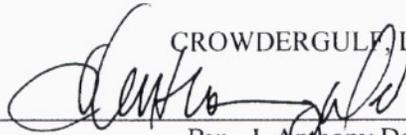
I, J. Anthony Dees, do hereby certify that CrowderGulf, LLC is duly organized and existing under the laws of the State of Alabama and that I, as Secretary of the limited liability company, am custodian of its records and that the resolution attached hereto was duly adopted at a properly called and conducted meeting of the Management Committee of CrowderGulf, LLC held on due notice on May 8th, 2019 at 5:30 P.m., at which meeting all managers were present; that said meeting was called and held in all respects as required by the Operating Agreement of CrowderGulf, LLC and that all proceedings at said meeting were strictly in accordance therewith and that the attached resolution was on motion duly made, and seconded and unanimously adopted at said meeting and is now in full force and effect and has not been modified, annulled, revoked, changed or amended in any way whatsoever.

RESOLVED that Ashley Ramsay, also sometimes known as Ashley Ramsay Naile or Elizabeth Ashley Ramsay Naile, and John C. Ramsay, both of whom are employees and officers of CrowderGulf, LLC, shall each be and are hereby authorized to execute contracts and bid proposals on behalf of CrowderGulf, LLC as its duly authorized representative; and be it further

RESOLVED that the signature of any one or more of such duly authorized representatives made on behalf of the company on any contract or bid proposal shall legally bind the company to the terms of the contract or proposal as to the third party vendor, client, or potential client with whom the contract is made or to whom the proposal is addressed, as the case may be; and be it further

RESOLVED, that the authorization granted in this resolution shall remain in full force and effect as to a third party vendor, client, or potential client unless and until the Management Committee revokes such authority and furnishes a duly certified copy of its resolution revoking such authority to the applicable vendor, client, or potential client.

CROWDERGULF, LLC



By: J. Anthony Dees  
As Its Secretary

Sworn to and subscribed to before me  
on the 8th day of May, 2019.

  
NOTARY PUBLIC

My Commission Expires: 01/23/21

OFFICIAL NOTARY PUBLIC SEAL  
AUTUMN RAMSAY BOWDEN  
STATE OF ALABAMA AT LARGE



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
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*May 15<sup>th</sup>, 2019*

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Larry Sorapuru, Jr.  
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District VI  
Larry Snyder  
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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**  
**1811 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, May 14<sup>th</sup>, 2019.**

**“Councilman Snyder moved and Councilman Malik seconded the motion to grant administration authorization to renew the contract for CrowderGulf, LLC Disaster Recovery and Debris Management for Emergency Response, Management and Recovery Services. The motion passed with Councilman Madere 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 14<sup>th</sup> day of May, 2019.**

*May 15<sup>th</sup>, 2019*

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