



# ST. JOHN

THE BAPTIST PARISH

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

## CONTRACT FOR SMALL BUSINESS OUTREACH SERVICES

Be it known, that on this 12th day of July, 2017 St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and **EME Consulting Group, 2015 W. Airline Hwy, LaPlace, LA** (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 small business outreach services to the parish of St. John the Baptist, 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. Payments will be based on a net 30 days upon the Approval of the invoice by the Director of Economic Development.

All payments must be approved by the **Economic Development Director and/or Chief Administrative Office**.

### Monitoring Plan

This contract shall be monitored by the **Economic Development Department**. 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 reimbursement of 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.

**Small Business Outreach Services**

**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 one (1) year period begin on June 16, 2017 and shall terminate on June 16, 2018.

**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.

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 12<sup>th</sup> day of July, 2017.

WITNESS :



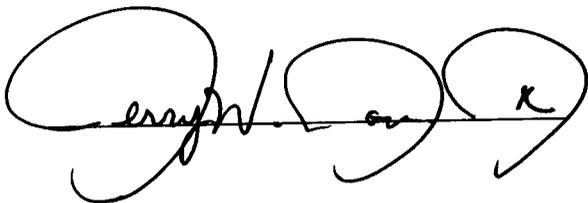
PARISH:

ST. JOHN THE BAPTIST PARISH

By:   
Natalie Robottom

Title: Parish President

WITNESS :



CONTRACTOR:

EME CONSULTING GROUP

By:   
Eliza Eugene, Owner

Title: President + CEO

**Exhibit A**  
**STATEMENT OF WORK**

The Contractor is responsible for providing Small Business Outreach Services to new and existing businesses through the Department of Economic Development. **Only for profit-enterprises are eligible for participation in this program.** The contract includes the list of core deliverables as described below:

**Ambassador Business Outreach Program (Start-up St. John)**

St. John Parish has established an Ambassador Small Business Outreach Program. The purpose of the program is to establish a parish point of contact with new and existing companies and to brief new small businesses established within their first year of operation in St. John Parish on the resources available in the parish to assist small firms to succeed and grow. The outcomes of the Ambassador Business Outreach Program are to: (1) increase small business retention; (2) build small business organizational capacity; (3) assist small companies to increase profitability, employment and business opportunities in the parish; and (4) assist the department in assessing business conditions following emergencies and emergency declarations.

**Program Goals:**

- In-person visits with new small businesses in the parish. Our expectation shall be for the contractor to communicate that small businesses are important and valued by St. John Parish Government
- Inform and connect new and existing enterprises in the parish with available resources to help them build their capacity to effectively operate and increase profitability
- Identify key business issues and opportunities that the parish can assist with to retain and expand existing start-up firms
- Identify contractor and procurement capabilities of small companies and connect them with business opportunities in the parish

**Profile of Target Companies**

- Registered with the state of Louisiana and located in St. John parish within the 3-5 years
- Applied for and received applicable business permits from the parish
- Locally owned businesses, including Disadvantaged Business Enterprises (DBE)

**Program Scope of Services- Business Ambassador**

- Schedule face-to-face interview with all new companies within 6 months of their anniversary date of establishment of a physical location in the parish. Director of Economic Development must be given a week in advance notice via email, of the scheduled meetings with businesses.
- Conduct in-person business Interviews with new companies to include: (1) an official welcome with information packet provided; (2) overview of St. John Parish business resources; (3) survey on company operations, needs and issues; (4) information on contractor and procurement opportunities in the parish
- Develop an updated business questionnaire to be completed by the firm in the meeting or on-line prior to the meeting. Data will be entered into the parish's Synchronist Business Retention/Expansion database
- Identify and inform local contractors and vendors that provide services, products and materials required in public contracts and procurement projects in St. John Parish of these business contract opportunities and project qualifications. Prepare a list local small business contractors and vendors and submit to the St. John Parish Economic Development Office
- Coordinate and manage the Small Business and Grand Opening ribbon cuttings for the Parish.

**Small Business Outreach Services**

- Occupational License Updates-provide verification and follow-up on occupational license status on businesses in St. John the Baptist Parish through the Assured Compliance Inc. who is contracted through the St. John Parish Sheriff's Office. EME is responsible for reporting results to the Parish.
- Attract and submit Microenterprises to join the SJBP Kauffman's Fast Trac program.
- Assist in attracting local businesses to participate in our bi-annual "Shop Local, Shop St. John" program.
- Select and prepare new businesses for introduction Parish Council meetings.
- Attend with/or on behalf of the Economic Development Department the following meetings: EDC, SJBP Business Association, River Region Chamber and Workshops hosted by SJBP ED Dept.

#### **Deliverables**

- The Office of Economic Development shall provide contractor with a list of **10** companies to visit monthly and contractor shall enter all required information in "Synchronist" monthly.
- Monthly report on the Ambassador Business Outreach Program to be submitted to the St. John Parish Director of Economic Development (EDC) summarizing: (1) individual firm names contacted and total number of companies established in the parish for the period; (2) company contact information including person interviewed and their position; brief description of company operations including industry sector represented, products and services, workforce, facilities and company revenue/sales trends; (3) retention and expansion issues, opportunities and needs identified by companies interviewed; and (4) small business contract and procurement opportunities identified
- Annual Ambassador Business Outreach Program Report to be submitted to St. John Parish Director of Economic Development that summarizes: (1) total number of companies contacted; (2) industry sectors represented; (3) company and industry sector growth trends; (4) new business retention and expansion issues and opportunities; (5) recommendations on actions to be taken by St. John Parish and its key resource partners to address these small business issues and opportunities; (5) and small business contractor and procurement opportunities identified
- Updated business questionnaire to be utilized in face to face meetings with new businesses contacted
- Make and provide copies of reports at monthly EDC meetings.
- Complete an assessment on the exterior for businesses within the parish. (i.e. Outline the condition of shopping center facades, parking lot conditions, lighting, trash and other general viewable physical conditions, vacancies, challenges and any other pertinent conditions you may observe during your assessment.

#### **Outcomes**

- Increased number of firms that are accessing parish business related resources
- Increased number of new small firms and jobs retained and expanded in the parish
- Increased small business organizational capacity, profitability, revenues and employment
- Increased business awareness of and customer satisfaction with parish services
- Identification of new potential business leadership to engage in community and economic development initiatives in the parish

### **Small Business Outreach Services**

**Exhibit B**  
**Fee Schedule**

The total cost of services to be provided and paid to the contractor shall not exceed \$122,904 (one hundred twenty-two thousand nine hundred and four dollars) unless authorized and approved by St. John the Baptist Parish. The cost of the Small Business Outreach Services includes outreach, development, business retention, expansion and referral assistance, breakdown as follows:

	Monthly Visits	
1. Estimated(Est.) Outreach Programs	10	
2. Est. retention and expansion program	10	
3. Est. Small Bus. & Grand Opening ribbon cuttings	5	
4. Est. Microenterprise (New Occupational Licenses)	10	
5. Referral assistance (Including follow-ups)	20	
6. Economic Development Meetings (EDC, SJBP Business Association, River Region Chamber and Workshops hosted by SJBP ED Dept.)	5	
Administrative Services (not to exceed)		<b>\$20,304.00</b>
Marketing Services (not to exceed)		<b>\$4,000.00</b>
*for advertising the program (all marketing and advertising must be approved by SJBP administration)		
<b>All Inclusive Monthly Fees:</b>		<b>\$10,242.00</b>
<b>Grand Total for Program (not to exceed)</b>		<b>\$122,904.00</b>

**Small Business Outreach Services**

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

ENGINEER 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) PARISH's and ENGINEER'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 ENGINEER

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 Bap EXHIBIT C



## ST. JOHN THE BAPTIST PARISH COUNCIL

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

June 29<sup>th</sup>, 2017

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 27<sup>th</sup>, 2017.**

District I

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

**“Councilman Perrilloux moved and Councilman Becnel seconded the motion to grant administration authorization to renew the contract with EME Consulting Group for Small Business Outreach Services. The motion passed with 5 yeas, 2 absent (Hotard & Wright) and 2 against (Malik & Sorapuru).”**

District II

Julia Remondet  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
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 27<sup>th</sup> day of June, 2017.**

District IV

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

June 29<sup>th</sup>, 2017  
  
**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

Raj Pannu  
2169 Augusta Drive  
LaPlace, LA 70068  
Cell 504-417-3282