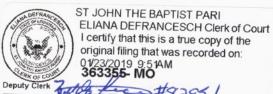




1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569



PROFESSIONAL SERVICES AGREEMENT BETWEEN ST JOHN THE BAPTIST PARISH COUNCIL AND PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION

RESERVE WASTEWATER COLLECTION SYSTEM LIFT STATION AND FORCE MAIN CAPACITY EVALUATION

This Agreement is made and entered into on this day of January, 2019 with St. John the Baptist Parish Council, (hereinafter referred to as "PARISH" OR "OWNER"), represented by Natalie Robottom, PARISH President, in accordance with the duly passed motion of the St. John the Baptist PARISH Council attached hereto, and Professional Engineering Consultants Corporation, 7600 Innovation Park Dr., Baton Rouge, LA 70820, (225) 769-2810 represented by Tony Arikol, P.E. in accordance with the corporate resolution attached hereto, (hereinafter referred to as "ENGINEER") do hereby enter into this "Agreement" under the following terms and conditions.

TERM OF AGREEMENT

This Agreement will be for a four (4) year period beginning with execution of the Agreement and ending forty-eight (48) months thereafter unless extended, subject to approval by St. John the Baptist Parish Council.

EXTENSION

This Agreement may be extended by written consent, executed by both parties and subject to approval of 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 **ENGINEER** for the **PARISH** under this Agreement ("**Services**") are set out in **Exhibit A** (**Statement of Work**), incorporated herein by reference. The parties further agree to be bound by the requirements of **Exhibit A**: **Statement of Work** attached hereto and made a part of this Agreement.

PAYMENT TERMS

In consideration of the services described above, the PARISH hereby agrees to provide compensation to





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PAYMENT TERMS

In consideration of the services described above, the PARISH hereby agrees to provide compensation to

the ENGINEER in accordance with its fee schedule listed in Exhibit B: Price Schedule.

All payments must be approved by the **Director of Utilities**, hereinafter called the **DIRECTOR**, and all deliverables, invoices, etc. shall be submitted to DIRECTOR and all approvals and administration of this Agreement shall be through **DIRECTOR**.

All invoices submitted for services rendered on an hourly basis at hourly rates described in **Exhibit C: Standard Hourly Rates Schedule** shall include time sheets showing actual hours worked by each individual, their classifications and a brief description of the work performed. All other services shall be invoiced monthly according to percentage of work completed.

Payments to the **ENGINEER** for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

MONITORING PLAN

This Agreement shall be administered and monitored by the **DIRECTOR** as plans are developed. 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. The **ENGINEER** shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

ENGINEER hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be **ENGINEER**'s obligation. **ENGINEER** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

PARISH may terminate this Agreement for cause based upon the failure of the ENGINEER to comply with the terms and/or conditions of this Agreement; provided that PARISH shall give the ENGINEER written notice specifying the ENGINEER'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. The Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **ENGINEER** 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 **ENGINEER** 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 **ENGINEER** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **ENGINEER**, and **PARISH** may withhold any payments to the **ENGINEER** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **ENGINEER** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the **ENGINEER**.

The **ENGINEER** shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

GENERAL CONDITIONS

The **ENGINEER** shall, at all times during the term of this Agreement, maintain a valid Louisiana Engineering License.

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 that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the **ENGINEER** is entering into this Agreement in the capacity of an independent contractor.

While in the performance of services or carrying out other obligations under this Agreement, the **ENGINEER** shall be acting in the capacity of independent contractor and not as an employee of St. John the Baptist Parish.

The **PARISH** shall not be obliged to any person, firm or corporation for any obligations of the **ENGINEER** arising from the performance of their services under this Agreement.

The **ENGINEER** shall be authorized to represent the **PARISH** with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as intended. This intention is specified and articulated in this agreement. The **ENGINEER** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **ENGINEER**, 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 **ENGINEER**, 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 **ENGINEER**, shall not be assigned or subcontracted in whole or in part by the **ENGINEER** 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. **ENGINEER** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trail and appropriate Appellate courts.

INSURANCE

ENGINEER shall meet or exceed the PARISH's Insurance Requirements as listed in **Exhibit D**: **Insurance Requirements**.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **ENGINEER** by the **PARISH** shall remain the property of the **PARISH**, and shall be returned to the **PARISH**, at **ENGINEER'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 **ENGINEER** in connection with the performance of the services contracted herein shall become the property of the **PARISH**, and shall, upon request, be returned at **ENGINEER's** expense, at termination or expiration of this Agreement.

NON-ASSIGNABILITY

ENGINEER 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 **ENGINEER** 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 the **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **ENGINEER** which relate to this Agreement.

INDEMNITY

To the fullest extent permitted by law, **ENGINEER** 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 **ENGINEER**.

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 ENGINEER:
ATTN: Parish President Natalie Robottom	ATTN: Tony Arikol. P.E.
St. John the Baptist Parish	Professional Engineering Consultants Corporation
1801 W. Airline Hwy.	7600 Innovation Park Drive
LaPlace, Louisiana 70068	Baton Rouge, LA 70820

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **ENGINEER** 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.

ENGINEER 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), **ENGINEER** must certify that neither he, nor anyone acting on behalf of **ENGINEER**, 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 **ENGINEER**. **ENGINEER** 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 **ENGINEER** in the regular course of their employment duties for **ENGINEER**. **ENGINEER** 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, **ENGINEER** 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 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.

ENGINEER 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 **ENGINEER** 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 **ENGINEER** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **ENGINEER** 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:

PARISH:

ST. JOHN THE BAPTIST PARISH

Natalie Robottom
Parish President

WITNESS:

PROFESSIONAL ENGINEERING CONSULTANTS

CORPORATION

ву: _

Tony Arikol, P.E.

President

Exhibit A Statement of Work

SERVICES

The **ENGINEER** shall provide all basic services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement, including attendance by the **ENGINEER** at project meetings.

PROJECT DESCRIPTION

The Reserve Wastewater Collection System in St. John the Baptist Parish experiences heavy infiltration and inflow during wet weather events. The Utilities Department needs to develop an improvement plan which will identify upgrades to lift stations and force mains in the Reserve Area to eliminate overflows and sufficiently collect and convey wastewater during rain events.

QUALITY ASSURANCE PROJECT PLAN:

- Prepare a Quality Assurance Project Plan for the Reserve Wastewater Collection
 System Lift Station and Force Main Capacity Evaluation.
- 2. The Quality Assurance Project Plan will summarize the data collection and data processing methods. It will outline how this data will be used for the project.
- 3. Submit a Draft of the Quality Assurance Project Plan for Review and Comment to UNO Research and Technology Foundation.
- 4. Address review comments from UNO Research and Technology Foundation and submit a Final Draft of the Quality Assurance Project Plan for approval to the UNO Research and Technology Foundation.

LIFT STATION AND FORCE MAIN CAPACITY EVALUATION:

- Develop an improvement plan which will identify upgrades to lift stations and force mains in the Reserve Area to eliminate overflows and sufficiently collect and convey wastewater during wet weather events. Five lift stations and force mains will be evaluated as part of the plan. The five lift stations include Star Terrace, Riverside, Central, W. 10th Street, and E. 23rd Street.
- Conduct a capacity analysis of each of the five lift stations based on expected flow and peaking factors, field drawdown tests and system curve calculations to determine the optimum capacity to manage infiltration and inflow in each lift station service area.
- The Engineer will prepare a Draft Lift Station and Force Main Capacity Evaluation
 Report for submittal to the Utilities Department for review and comment.
- 4. The Engineer will prepare and submit to UNO Research and Technology Foundation a Final Lift Station and Force Main Capacity Evaluation Report that addresses the Utilities Department comments from the draft submittal.

Exhibit B PRICE SCHEDULE

Project Elements

Quality Assurance Project Plan (Lump Sum)	\$ 5,000.00 (Lump Sum)
Lift Station and Force Main Capacity Evaluation (Lump	\$ 50,000.00 (Lump Sum)
Sum)	
Total Engineering Fees	\$ 55,000.00 (Lump Sum)

Project Breakdown

For all services outlined in Exhibit A, the **PARISH** shall pay the **ENGINEER** a fixed Engineering fee of \$55,000.00 as negotiated and agreed upon by both parties.

Compensation for services provided shall be a Lump Sum and a Not to Exceed fee per Task as detailed below. Fees are to complete the following phases:

Project Elements	
Quality Assurance Project Plan (Lump Sum)	\$ 5,000.00 (Lump Sum)
Lift Station and Force Main Capacity Evaluation (Lump	\$ 50,000.00 (Lump Sum)
Sum)	
Total Engineering Fees	\$ 55,000.00 (Lump Sum)

Invoices for work completed will be submitted to the Utilities Department for approval on a monthly basis reflecting a percentage complete of each project element. Payments will be issued on a monthly basis for the invoiced percentage of work completed each month on the project elements.

Exhibit C STANDARD HOURLY RATES SCHEDULE

A. STANDARD HOURLY RATES

- 1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The standard hourly rates shall be adjusted annually only by written amendment approved by Council (Amendment clause is included on page 1).
- 3. The Standard Hourly Rates only apply for additional services as specified by **PARISH** in writing.

B. SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal	\$170.00
Project Manager	\$160.00
Lead Engineer	\$110.00
Associate Engineer	\$85.00
Lead Professional	\$75.00
Associate Professional	\$55.00
Field Technician	\$55.00
Admin/Clerical	\$55.00
CAD Technician	\$70.00
Resident Project Representative	\$60.00

Exhibit D INSURANCE REQUIREMENTS

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 **ENGINEER** 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) WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.
 - 3) 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
 - 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.
- 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

Prior to starting the work, the **ENGINEER** 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

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained by **ENGINEER** during the duration of this Agreement. 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 by **ENGINEER**. W-9 Form is to be furnished prior to work being issued.

- RESOLUTION -

BE IT RESOLVED by the Board of Directors of <u>Professional Engineering Consultants Corporation</u>, a corporation organized and existing under the laws of the State of <u>Delaware</u>, and domiciled in the City of <u>Baton Rouge</u>, <u>Louisiana</u> that <u>Tony Arikol</u>, <u>P.E.</u>, <u>President of the Corporation</u>, is are hereby authorized and empowered to execute any and all contracts and/or agreements of whatever kind on behalf of the Corporation.

- CERTIFICATE -

I, <u>Kevin A. Gravois</u>, Secretary of <u>Professional Engineering Consultants Corporation</u> do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the <u>1st</u> day of <u>January</u>, <u>2005</u>; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this <u>3rd</u> day of <u>December, 2018</u>.

Kevin A. Gravois, P.E.

Secretary



ST. JOHN THE BAPTIST PARISH COUNCIL

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

January 10th, 2019

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 1 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, January 8th, 2019.

"Councilwoman Hotard moved and Councilwoman Remondet seconded the motion, upon administration's recommendation, to grant administration authorization to enter into a Professional Services Agreement with Professional Engineering Consultants Corporation (PEC) for the Reserve Wastewater Collection System Lift Station and Force Main Capacity Evaluation Project. The motion passed unanimously."

<u>CERTIFICATION</u>

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 8^{th} day of <u>January 2019</u>.

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council