



ST. JOHN

THE BAPTIST PARISH

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
UNIVERSITY OF NEW ORLEANS**

This **Agreement** is made and entered into on this 24th day of July, 2018 **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 **University of New Orleans, Lakefront Campus, New Orleans, LA 70148**, represented by Gregg Lassen, Vice President for Business Affairs, in accordance with the certificate of authority and/or corporate resolution attached hereto as **Exhibit D**, hereinafter referred to as "**UNIVERSITY**" do hereby enter into this "**Agreement**" under the following terms and conditions.

TERM OF AGREEMENT

This **Agreement** shall begin on **August 20, 2018** and terminate on **July 30, 2019**.

AMENDMENT and EXTENSION

This **Agreement** may be amended or extended 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 **University** for the **Parish** under this **Agreement** are set out in **Exhibit A: Statement of Work**, incorporated herein by reference.

PAYMENT TERMS

In consideration of the services described in **Exhibit A: Statement of Work**, the **Parish** hereby agrees to provide compensation to the **University** in accordance with its fee schedule listed in **Exhibit B: Fee Schedule**. All payments must be approved by and deliverables, invoices, etc. submitted to the **Director of Planning & Zoning** or his/her designee, hereinafter referred to as the "**Director**." All payments shall be paid to the **University** in accordance with **Exhibit B: Fee Schedule**.

MONITORING PLAN

The **Parish's** representative for purposes of administration of this **Agreement** shall be the **Director**, or his/her designee, and the **University's** representative for purposes of administration of this **Agreement** shall be the **Chair of the Department of Planning and Urban Studies**, or his/her designee. 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.

TAXES

The **University** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **University's** obligation and shall be paid under federal tax identification number **72-0702000**.

TERMINATION FOR CAUSE

Both parties reserve the right to terminate this **Agreement** for cause based upon failure to comply with the terms and/or conditions of this **Agreement** upon written notice to the other party, provided that written notice specifies either party's failure to perform and provides 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.

TERMINATION FOR CONVENIENCE

Both parties reserve the right to terminate this **Agreement** at any time by giving the other party thirty (30) days written notice of its intent to terminate this **Agreement**. The **University** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

INSURANCE

The **University** shall meet or exceed the **Parish's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**, as applicable.

OWNERSHIP

Ownership and title to any invention or intellectual property resulting from this research, whether or not patentable, shall reside with the **University**. The **University** will notify the **Parish** of the invention or the creation of intellectual property upon its disclosure by the Principal Investigator to the University's Office of Technology Management and Commercialization. The **Parish** is granted a first option to negotiate an exclusive or non-exclusive royalty bearing license to such intellectual property; this option shall expire 180 days after notification or 180 days after filing of a patent application, whichever occurs first.

TRADEMARKS

The **Parish** may not make any use of the name, marks, logo, initials, **University** in news releases, advertisements, promotional materials, or otherwise, without obtaining prior written consent from the respective authorized representative named in this **Agreement** for each such use. Under no circumstances may the **Parish** state or imply that **University** in any way endorses or supports a particular investment, stock purchase, product, or treatment.

NON-ASSIGNABILITY

University 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 **University** from assigning its bank, trust company, 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, **University** 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 **University**

The **Parish** shall indemnify and hold harmless the **University** against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the **Parish**, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the **Parish** hereunder.

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.

When federal funds are involved, the **University** shall comply with the federal guidelines under 2 CFR Part 200 as they apply to institutions of higher education.

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 University:
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Gregg Lassen Vice President for Business Affairs University of New Orleans Lakefront Campus New Orleans, LA 70148

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **University** 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. **University** 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, University 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), University must certify that neither he, nor anyone acting on behalf of the **University**, 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 **University** 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 **University** in the regular course of their employment duties for **University**

University 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, University 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 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. **University** 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.

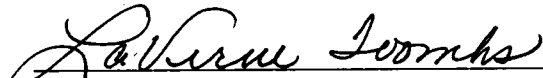
DISCRIMINATION CLAUSE

Both parties agree 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 Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **University** 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:


SIGNATURE

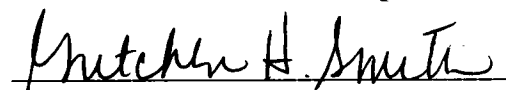
Laverne Toombs
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

By: 
Natalie Robottom
Parish President

WITNESS:


SIGNATURE

Gretchen H. Smith
PRINT NAME

UNIVERSITY:

UNIVERSITY OF NEW ORLEANS

By: 
Gregg Lassen
Vice President for Business Affairs

Exhibit A:
Statement of Work

Scope of Services:

The Planning Internship with the St. John the Baptist Planning and Zoning Department for the 2018-2019 academic year will consist of one (1) Graduate Intern to provide assistance with a variety of planning projects. The intern will provide 20 hours of service per week for the period of August 20, 2018 through July 30, 2019. The duties of this position will be conducted under the supervision of the Floodplain Manager/Coastal Zone Administrator, Evelyn Campo and will consist of the following:

- Conduct floodplain reviews for permits and advise applicants about floodplain requirements.
- Review elevation certificates for consistency with Federal Emergency Management Agency (FEMA) and National Flood Insurance Program (NFIP) requirements.
- Issue letters documenting flood zone info.
- Compile data and conduct outreach to ensure compliance with the Community Rating System (CRS) and Program for Public Information (PPI).
- Attend meetings and conduct research on coastal initiatives and issues.
- Review and process coastal use permit requests.
- Research possible grant opportunities for floodplain mitigation or coastal restoration/protection purposes.

Knowledge and skill to be gained through the internship includes:

- Experience in interpreting and applying floodplain regulations.
- Familiarity with the NFIP and CRS programs.
- Ability to read a flood map and topographical data.
- GIS experience.
- Public outreach and grants management experience.
- Coastal zone permitting experience.
- Familiarity with coastal initiatives and issues

Exhibit B:
Fee Schedule

This is a fixed price contract. The payment schedule is listed below.

***Project Costs and Pricing: \$22,770**

Fall 2018

Dates:	August 20, 2018 - December 12, 2018
Salary:	\$4,080.00
Tuition:	\$4,276.00
Indirect Cost:	\$1,061.00
Total:	\$9,417.00

Spring 2019

Dates:	January 16, 2019 - May 16, 2019
Salary:	\$4,080.00
Tuition:	\$4,276.00
Indirect Cost:	\$1,061.00
Total:	\$9,417.00

Summer 2019

Dates:	June 3, 2019 - July 30, 2019
Salary:	\$2,040.00
Tuition:	\$1,366.00
Indirect Cost:	\$ 530.00
Total:	\$3,936.00

Total for All Academic Semesters: \$22,770

One invoice is due December 19, 2018

One invoice is due May 19, 2019

Final invoice is due August 19, 2019

*Note: *Salary* refers to the stipend paid to the student; *tuition* refers to their tuition and mandatory graduate fees; and *indirect costs* refers to the overhead associated with running the program (payroll, timesheets, and hiring).

Exhibit C:
Insurance Requirements

University shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where **University** 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 **University** 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) 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 **University's** Protective Liability (if **University** is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations

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) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 7) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **University**.

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

- 1) \$1,000,000 CSL

- 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

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

CERTIFICATES

Prior to starting the work, the **University** 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.

Exhibit D
Signatory Authority



**UNIVERSITY of
NEW ORLEANS**

OFFICE OF RESEARCH AND SPONSORED PROGRAMS

Signatory Authority

Proposals

Dr. Matthew A. Tarr

Vice President for Research & Economic Development

Exceptions: Some proposals require the President's or Fiscal Agent's signature. These will be routed accordingly after the internal Routing Form has been approved by the Vice President for Research & Economic Development.

Contracts

Contracts/Subcontracts

Dr. John Nicklow

President

Per University of Louisiana System Policy M-10

Contracts/Subcontracts Less Than \$1,000,000

Dr. Gregg Lassen

Vice President for Business Affairs

IN ALL CONTRACTS the UNO legal name to be used is as follows: University of New Orleans

Policies and Procedures for Contracts Requiring the President's Signature

The documents listed below contain important information regarding procedures for the submission of contracts to the University Attorney for review and recommendation to the President. These documents can be found at <http://forms.uno.edu>.

(1) **Contract Approval Procedures** – this document explains the process for submitting contracts to the University for review.

(2) **Substantive Checklist for Review of Contracts** – this document provides information regarding the basic elements of all contracts. The Substantive Checklist is not intended to be used as a template insofar as the terms and conditions of each contract must be considered on a case-by-case basis. Rather, the Substantive Checklist is offered as a general guideline for the Contract Initiator/Administrator's use in drafting and reviewing contracts. Before requesting that the University enter into a contract on his or her

2000 Lakeshore Dr. • 1005 Administration Annex • New Orleans, Louisiana 70148 • (504) 280-6836 • Fax (504) 280-3176

A Member of the University of Louisiana System Committed to Equal Opportunity Employment

behalf, the Contract Initiator must ensure that the agreement contains, at a minimum, each of the elements contained in the Substantive Checklist

(3) **Contract Worksheet and Certification** – the Worksheet is intended to assist the Contract Initiator in negotiating and crafting the terms of an agreement. Contract Initiators will be required to submit a signed Certification which states the obligation of the Contract Initiator relative to the Agreement. Please note that contracts submitted to the President's Office for review must be accompanied by the Contract Initiator's signed Certification.



ST. JOHN THE BAPTIST PARISH COUNCIL

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

August 15th, 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, July 24th, 2018.

“Councilman Becnel moved and Councilwoman Hotard seconded the motion to grant administration authorization to enter into an agreement with The University of New Orleans for assignment of a graduate student to provide Professional Planning and Coastal Management Services contingent upon obtaining a designee from UNO. The motion passed with 4 yeas, 2 against (Madere, Snyder) and 3 absent (Hotard, Perrilloux and Wright).”

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 24th day of July, 2018.

August 15th, 2018

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council