

Ord.

2014-0133

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(COASTAL ZONE MANAGEMENT)**

ORDINANCE NO. 14-5-5

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for the development of a Coastal Management Plan.

WHEREAS, St. Charles Parish is categorized as a coastal parish and is reliant on state and federal funding sources for the repair and improvement of coastal areas within the parish boundaries; and,

WHEREAS, the development of a Coastal Management Plan will improve the Parish's ability to secure additional funds for coastal restoration and flood protection; and,

WHEREAS, South Central Planning and Development Commission staff have been involved in the development or management of coastal zone plans in Terrebonne, Lafourche, St. James, and St. John the Baptist Parishes and also provided support for the development of the state "model plan" at the Department of Natural Resources; and,

WHEREAS, it has been determined that the agreement with South Central Planning and Development Commission is in the best interest of the citizens of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and South Central Planning and Development Commission for the development of a Coastal Management Plan is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to the vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 19th day of May, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 


SECRETARY: 

DLVD/PARISH PRESIDENT: 5/20/14

APPROVED: DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: 5/20/14

AT: 4:16 pm RECD BY: 

**CONTRACT
BETWEEN
ST. CHARLES PARISH
AND
SOUTH CENTRAL PLANNING AND DEVELOPMENT
COMMISSION**

This agreement (AGREEMENT) made and entered into this 27 Day of May, 2014.

BY AND BETWEEN

- (1) The ST. CHARLES PARISH COUNCIL, represented herein by the PARISH PRESIDENT, Mr. V.J. St. Pierre (hereinafter sometimes referred to as "PARISH"); and
- (2) SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, represented by Mr. Kevin Belanger, Chief Executive Officer of South Central Planning and Development Commission (hereinafter sometimes referred to as "CONSULTANT"),

For and in consideration of the agreements herein, the respective appearers having full authority of their respective entities to enter into this contract, do contract as follows:

WITNESSETH

WHEREAS, the PARISH desires to retain the CONSULTANT for the purpose of assisting the PARISH to develop the *St. Charles Parish Coastal Management Program*, and;

WHEREAS, the PARISH, represented by Mr. V.J. St. Pierre, is authorized to enter into an agreement with South Central Planning and Development Commission for professional assistance and services to the PARISH, and;

WHEREAS, CONSULTANT, represented by Kevin Belanger, its Chief Executive Officer, as authorized by the Board of Commissioners for South Central Planning and Development Commission, is authorized to enter into contracts and agreements on behalf of South Central Planning and Development Commission;

NOW, THEREFORE, the PARISH and the CONSULTANT for the consideration and under the conditions set forth in EXHIBIT-A, do agree as follows:

I. SCOPE OF CONTRACT

This contract contains three (3) typewritten pages, signed by appeasers and authenticated in triplicate, and "Exhibit A", "A PROPOSAL TO PROVIDE ASSISTANCE TO ST. CHARLES PARISH RELATIVE TO DEVELOPING THE ST. CHARLES PARISH COASTAL MANAGEMENT PROGRAM", as submitted by the CONSULTANT. This contract may only be amended by written agreement of the parties specifically stating that such written agreement is intended to amend this contract. The written communications between the parties called for hereunder shall not constitute amendments to this contract.

II. SCOPE OF SERVICES

South Central Planning and Development Commission will only perform the tasks, as specified in Exhibit A, "A PROPOSAL TO PROVIDE ASSISTANCE TO THE ST. CHARLES PARISH RELATIVE TO DEVELOPING THE ST. CHARLES PARISH COASTAL MANAGEMENT PROGRAM".

III. PARISH'S RESPONSIBILITIES

- A. Designate Mr. V.J. St. Pierre for the ST. CHARLES PARISH to represent the PARISH for all purposes in its relationship with CONSULTANT.
- B. Authorize the CONSULTANT to perform certain specific tasks, the scope of, the schedule for completion of and the fee for, being mutually agreed upon by the CONSULTANT and the PARISH. The scope of these tasks will be based upon the type of work delineated in this agreement and the recommendations adopted by the PARISH. If the CONSULTANT cannot perform according to the schedule, through no fault of his own, he shall apply to the PARISH for an extension of time to perform. Such request shall not be unreasonably denied.
- C. Furnish to CONSULTANT all existing pertinent studies, reports and other available data, obtain additional reports and data as required which are pertinent to the completion of the services to be provided under the terms of this contract.

IV. COMPENSATION

- A. CONSULTANT shall perform the tasks as identified in the Scope of Services for a Lump-Sum fixed fee of Seventy Five Thousand Dollars (\$75,000.00).

B. If the costs appear that they will exceed the estimate at no fault of CONSULTANT, the CONSULTANT shall notify the PARISH through a Change Order Request stating the purpose and reason for the change.

V. ASSIGNABILITY

The CONSULTANT shall have the ability to sub-contract assignment of any interest in this contract without having prior written consent of the PARISH.

VI. DURATION OF AGREEMENT

This Agreement shall continue in full force and effect for a period of twelve (12) months from the date this agreement is signed, and consideration shall be given to extending such time as to coincide with delays caused by no fault of the COMMISSION.


IN WITNESS WHEREOF, the parties hereto have affixed their legal hand in multiple counterparts on this 27 day of, May 2014.


WITNESSES:

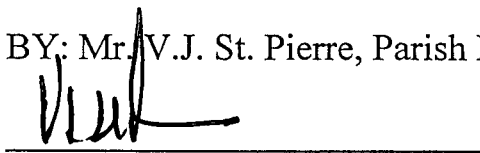
PARISH:

ST. CHARLES PARISH

BY: Mr. V.J. St. Pierre, Parish President



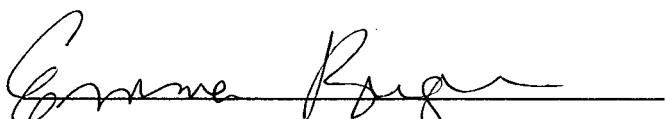


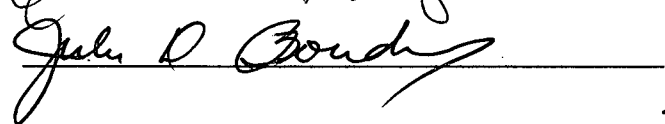


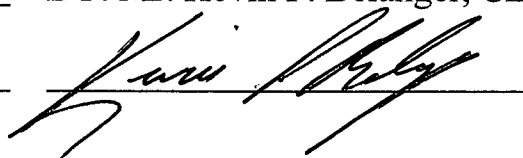
CONSULTANT:

SOUTH CENTRAL PLANNING
AND DEVELOPMENT COMMISSION
GRAY, LOUISIANA

BY: Mr. Kevin P. Belanger, CEO







“EXHIBIT A”

**A
PROPOSAL
TO PROVIDE
PROFESSIONAL ASSISTANCE
TO THE
ST. CHARLES PARISH GOVERNMENT
RELATIVE TO
DEVELOPING AND IMPLEMENTING
A
LOCAL COASTAL MANAGEMENT PROGRAM**

April, 2014

Submitted

by

**South Central Planning and Development Commission
Post Office Box 1870
Gray, Louisiana 70359
(985) 851-2900**

I. OVERVIEW.

The St. Charles Parish Administration conferred with South Central Planning and Development Commission (SCP&DC) to formalize the terms and conditions by which the Commission would provide the necessary technical and professional assistance relative to developing and assisting with the establishment of a Local Coastal Management Program for St. Charles Parish. The purpose of this proposal is to detail those services, and the costs to provide those services to the Parish in the completion of same. SCP&DC proposes the below mentioned scope of services.

II. SCOPE OF SERVICES.

SCPDC proposes to complete, to the best of its ability, the following:

Task A:

Review and analyze existing Environmental Management Units comparing hydrologic and infrastructure changes that might cause shifts in Environmental Management Unit boundaries. If necessary, propose and present boundary shifts to Local Committee for approval

\$10,000

Task B:

Review prior document updating environmental inventory, socioeconomic characteristics, interests and concerns, resource issues and conflicts and legal citations.

\$5,000

Task C:

Provide coastal scientist's review and update of document and as necessary replace Environmental Management Unit descriptions.

\$20,000

Task D:

Rework and update a minimum of 30 Maps and 30 Tables/Charts.

\$10,000

Task E:

Prepare proposed local ordinance and Procedural Process for the implementation of the Local Coastal Management Program.

\$2,500

Task F:

Present draft document to the Louisiana Department of Natural Resources for review and comment. Address edits and comments to the satisfaction of LDNR staff and re-write document.

\$10,000

Task G:

Conduct local public meetings preparing poster sized maps/charts for presentations.

\$ 5,000

Task H:

Assist LDNR in its State/Federal Public Meeting Process, and in its presentation to both the LDNR Secretary and NOAA.

\$5,000

Task I

After approval has been obtained from LDNR and NOAA SCPDC will present approved Local Coastal Management Program to St Charles Parish Council for consideration of final local approval.

\$2,500

Task J:

Provide guidance in the initial implementation of approved program

\$5,000

III. DELIVERABLES

SCPDC proposes to provide ten (10) original copies of the completed study as well as three (3) sets of maps of the work product of Task-D in an agreed upon format and size

to the St. Charles Parish Administration. Any additional copies requested will be billed at SCPDC's standard copy and production rates.

IV. PROJECT COST

The Cost to perform the professional services as specified herein will be on a fixed fee basis of a lump-sum of \$ 75,000. Invoicing will be made based upon the percentage of completion of identified task.

Additional duties may be added to the Scope of Services by written agreement of both parties.

V. PROJECT TIME ALLOCATION

The time necessary to fulfill all of the tasks identified in the Scope of Services is twelve (12) months from the signing of agreement. SCP&DC will be provided additional time if it has been determined that delays were caused through no fault of SCP&DC.