

# SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION, INC., a non-profit corporation acting herein by and through its Contracting Officer, hereinafter called CONTRACTOR. Whereas the Owner desires to employ a Contractor to perform work and services for the 2021 Redistricting Plan.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Contractor and the Contractor agrees to perform work and services required for the project described above. Contractor will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Contractor will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Contractor by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

This Agreement shall be effective for a period of 1 year beginning \_\_\_\_\_ 2022, and can be extended by written mutual agreement of the parties for an additional one (1) year term (twelve months) term.

The Contractor shall at all times during this Agreement maintain all applicable valid Louisiana contracting licenses necessary for the performance of the work and services.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT AND SCOPE OF WORK

2.1 The Owner hereby contracts with the CONTRACTOR to perform all necessary work and services in connection with the Project as defined as follows:

### 2021 REDISTRICTING PLAN

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 Contractor shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

- 2.4 The Contractor agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONTRACTOR**

- 3.1 Contractor shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Contractor.
- 3.2 Services provided by the Contractor shall be performed in accordance with generally accepted professional practice at the time and the place where the services are rendered.
- 3.3 Contractor shall obtain from Owner authorization to proceed in writing for each phase of the Project if applicable.
- 3.4 Contractor shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Contractor at project conferences and public hearings.

### **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Contractor may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Contractor to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional associates, subcontractors, and representatives.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

The Contractor shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Contractor for the supplemental services, when performed by the Contractor, shall be in the form of a lump sum, billable hours, or “not to exceed” hourly rate which is mutually agreeable to the Owner and the Contractor in writing.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Owner may disapprove of or reject Contractor’s work while it is in progress if Contractor believes that such work will not produce a completed Project that conforms generally to the scope of the work and services.

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Contractor in writing to undertake the services stated in this Agreement, and the Contractor shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Contractor shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Contractor will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

8.1 Owner shall pay Contractor for the performance of work and services as outlined in Attachment “C” to this Agreement.

8.2 If the Project, or any portion thereof, is not completed for any reason, the final fee for work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court for St. Charles Parish, State of Louisiana.

8.3 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary practices, the Owner shall pay Contractor based on monthly invoices submitted by the Contractor, within sixty (60) days of receipt of Contractor’s invoice. Contractor

shall provide written notice to Owner when no services or work has been performed during a given month.

- 8.4 The following documentation shall be required for payment to Contractor and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.5 For Additional Authorized Services that Contractor acquires from subcontractors, Owner shall pay Contractor a fixed sum previously agreed upon by Owner and Contractor, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Contractor and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor to perform the service stating the Owner's and Contractor's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor is insured as required by this Agreement.
- 8.6 For *Additional Services* described in Section 5, Owner shall pay Contractor for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The budget for this Project shall be determined by the Owner, and the Contractor shall be advised of the budget limitation in writing by the Owner and the Contractor shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Contractor, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- 11.3 The Contractor shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Contractor promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Contractor fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Contractor.

## **12.0 INSURANCE**

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.

- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

Contractor shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Contractor, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

### **14.0 WARRANTY**

- 14.1 Contractor warrants that it will perform its work and services with the degree of skill and to the standard of care required of its profession to meet all Federal, State and Local requirements.
- 14.2 If the work and services performed by Contractor do not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Contractor's failure to meet the standard of care in its work and services, Contractor will indemnify the Owner/Parish for Contractor's share of the costs incurred to bring the Project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Contractor's obligations expressed elsewhere in this Contract.

### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

For all claims arising out of or related to this agreement, CONTRACTOR hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Contractor's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

### **16.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_  
By: MATTHEW JEWELL  
PARISH PRESIDENT

\_\_\_\_\_  
Date:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SOUTH CENTRAL PLANNING &  
DEVELOPMENT COMMISSION, INC.

\_\_\_\_\_  
By: KEVIN P. BELANGER  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
Date:

**ATTACHMENT “A”  
SCOPE OF SERVICES**

**2021 REDISTRICTING PLAN**

SCPDC will prepare, coordinate the enactment, and assist in the implementation of the 2021 Redistricting Plan through the following Tasks.

1. **Project Monitoring & Assistance:** Consult with the St. Charles Parish Council in establishing a Redistricting Committee or direct interaction with the Council. If a committee is selected, it should include members of the St. Charles Parish Council and any other officials having significance in the redistricting process, i.e. the Registrar of Voters, Clerk of Court, Council Secretary, etc. The intent of this Task is to establish a process of communications and to share any known issues that may affect the development of the plan from the State and Federal partners and to join in all public participation efforts required throughout the process, which include public hearings, community meetings, minority group contacts, and media cooperation. This task will begin upon signing and will last the duration of the project. (\$3,000)
2. **Kick Off Meeting:** Prepare for and meet with the Redistricting Committee and/or Council to discuss the nature of the project, to identify problem areas; and, to clarify the approaches and policies to be considered during the process. Also during this meeting, general goals will be established to guide the redistricting activities, (i.e. equal representation, racial discrimination, gerrymandering, etc.). (\$1,000)
3. **Development of Display Mapping:** Develop composite maps overlays, which will display: (\$2,000)

Existing 2011 Parish Voting District boundaries; and

The existing Parish Precinct boundaries.

Projected and actual Changes in population.

Parish precinct boundaries, as previously established, must be used to prepare the 2021 Voting District Boundaries. Additionally, the overlay and supporting data will form the basis for rearranging existing election district boundaries to create the new equally represented election districts.

4. **Consultation with School Board Members:** Review and evaluate Parish Precinct Population Projection Counts; Meet with the elected officials to determine advantages and disadvantages of existing districts. (\$2,000)

5. **Development of Plans:** Develop 3 alternative redistricting plans (maps). (\$5,000)
  - a. Determine the *"ideal"* population for each district; (52,549) persons divided by 7 election districts equals 7,507 [52,549/7= 7,507] persons per election district). If each district contains 7,507 persons + - 5%, every citizen will be equally represented.
  - b. Determine the 2020 population of each existing election district based on existing precinct boundaries. Information used to perform this activity includes:
    - 2011 Parish Reapportionment Plan
    - 2020 U.S. Census Parish Precinct Population Counts.
    - 2020 U.S. Census Parish Precinct Visible Boundary Maps.

The 2020 population of each existing election district is determined by totaling the population counts for each Census block within the election district.
  - c. Analyze the distribution of the 2020 population in the existing 2011 election boundaries.
  - d. Determine the extent of redistricting that must occur and present same to the Redistricting Committee/Council.
  - e. Redistrict those areas determined necessary by the Committee. In this process, election district boundaries will be shifted, as little as possible, until the appropriate adjustments in population occurs. When these shifts occur, all efforts are made to provide for equal representation; to eliminate gerrymandering and favoritism to one political party or group; and, to guard against discrimination against racial minorities. Neighborhoods and small communities are also recognized when shifting boundary lines. To avoid dividing recognized community boundaries at inappropriate places, each neighborhood will identify its own boundaries, through a process selected by the Redistricting Committee.
  - f. Continue process until all election districts are as equally apportioned as possible.
6. **Presentation of Draft Plans:** Present draft Redistricting Plan to the Committee/Council for review and comments. The Committee/Council will select a plan or call for further refinement. (\$2,000)
7. **Presentation of Recommended Plan:** SCPDC will present refined Redistricting Plan to the Committee/Council for review and approval at a scheduled Public Hearing. (\$1,000)
8. **Preparation of Legal Descriptions Documents:** Once Plan is approved by the Council SCPDC will prepare final legal descriptions of approved 2022 Council Voting District Boundaries. (\$5,000)

9. **Presentation of Legal Descriptions to Parish Council:** Prepare final copy of approved redistricting plan legal descriptions and deliver for subsequent approval. (\$1,000)
10. **Development and packaging of plan documentation:** Prepare a summary narrative, which will contain the following: (\$5,000)
  - a. Summary of the redistricting process as it occurred;
  - b. Summary of the changes in the voting districts for 2022 as compared to the 2011 Plan with specific explanations as to the basis for the changes;
  - c. Explanation of any prior litigation concerning the 2011 plan, if applicable;
  - d. Demographic information of the Parish including the total and voting age population of each affected area both before and after the change; the number of registered voters by precinct both before and after the change; and estimates of total population by race.
  - e. Overview of public participation efforts which include copies of newspaper articles, public notices, public hearing proceedings, comments received concerning the changes, and minority group contacts.
  - f. Preparation of presentation quality maps containing the following information:
    - Prior and new boundaries of the voting units;
    - Prior and new boundaries of voting precincts;
    - Location of racial and language minority groups;
    - Natural boundaries or geographical features that influenced the selection of boundaries;
    - Location of prior and new polling places, and;
    - Location of prior and new voter registration sites.
11. **Project Submission:** Submit official document to the SOS's Office and the State Legislature, and provide copy to U.S. Department of Justice Voting Rights Section. Provide technical assistance and additional information as requested by State and Federal partners (\$1,000)
12. **Provide Approval Letter:** Monitor and submit approval letter received from the SOS's Office and submit same to School Board, Registrar, and Clerk of Courts Office. (\$1,000)
13. **Provide Documentation:** SCPDC shall produce to the St. Charles Parish Council all maps, document, drafts, baselines and/or computer models, demographics, and any other information utilized to produce the final plan. (\$1,000)

**ATTACHMENT “B”  
SCHEDULE**

**2021 REDISTRICTING PLAN**

The calendar below provides insight into critical dates to accomplish the various tasks required to successfully effect reapportionment.

January/February 2022	The Council enters into an agreement with SCPDC to provide professional services.
March 30, 2022	Governing Authority requirement to examine redistricting. SCPDC will prepare a cursory report as to the need for redistricting and will submit to the committee and/or council the findings. <b>(R.S. 33:1411)</b> .
March - May, 2022	Consultations with Individual Council Members to discuss the redistricting process, census figures, and district characteristics.
June - July, 2022	Introduction of draft alternative alignments
August – October, 2022	Refinement or Selection of Plan; Public Comment Period
November 2022	Plan Adoption
December 2022	Submittal to Secretary of State’s Office and U.S. Department of Justice
August 8, 2023	Qualifications for Fall elections

**ATTACHMENT “C”  
PAYMENT AND COMPENSATION**

**2021 REDISTRICTING PLAN**

Owner shall pay Contractor for the performance of work and services as follows:

It is expected that SCPDC be compensated based upon the successful completion of tasks that are delineated within the Scope of Work. It is further expected that once invoicing is submitted that SCPDC should receive payment within 30 days. Invoicing will be based upon a percentage of completion of tasks and not to exceed (\$30,000) Thirty Thousand Dollars.