

Ord.

2013-0008

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
CLAYTON FAUCHEUX, COUNCILMAN AT LARGE, DIV. B
TERRELL WILSON, COUNCILMAN, DISTRICT I**

ORDINANCE NO. 13-1-11

An ordinance to approve and authorize the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52.

- WHEREAS,** The Center for Planning Excellence (CPEX) is a nonprofit entity that promotes community planning statewide; and,
- WHEREAS,** CPEX provided technical assistance to St. Charles Parish in the development of a Comprehensive Land Use Plan (CLUP); and,
- WHEREAS,** CPEX continues to provide technical assistance with implementation of the CLUP; and,
- WHEREAS,** CPEX was identified as a partner on the Parish's application for a HUD Community Challenge Planning grant; and,
- WHEREAS,** St. Charles Parish wishes to enter into a professional services agreement with CPEX to assist with public engagement and education and to provide technical assistance during the development of the Revitalization Plan; and,
- WHEREAS,** The funds for this contract were allocated in the approved 2013 Planning and Zoning budget under professional services; and,
- WHEREAS,** St. Charles Parish agrees to contract with CPEX to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52, for the Parish as defined by the Agreement and Exhibit A, Scope of Work and Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52, in the amount of \$65,000.00 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

- YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
- NAYS: NONE
- ABSENT: NONE

And the ordinance was declared adopted this 22nd day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: *13-1-11*
 APPROVED: _____ DISAPPROVED: _____
 PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: *1-23-13*
 AT: *5:00 pm* RECD BY: *[Signature]*

AGREEMENT FOR PROFESSIONAL SERVICES
Paul Maillard Road, LA 52, Corridor Revitalization Plan

Be It known that this agreement for professional services ("**Agreement**") has been entered into and is effective as of this 13 day of February, 2013, by and between

The Parish of St. Charles, PO Box 302, Hahnville, La 70057 ("**Client**"), and

Center for Planning Excellence, Inc., 100 Lafayette Street, Baton Rouge, LA 70801 ("**Consultant**"),

under the following terms and conditions:

Article 1.
INTRODUCTION

- 1.1 Client desires to conduct a corridor plan on Paul Maillard Road, LA 52.
- 1.2 At the request of Client, Consultant will assist Client in conducting outreach services and meeting facilitation during the Paul Maillard Corridor Planning effort ("**Services**") to stimulate ideas for area redevelopment and investment, as a first step towards implementing the St. Charles Parish Comprehensive Plan.
- 1.3 With the support of the Client, Consultant will provide the Services.
- 1.4 Consultant represents that it has the present capacity and is experienced and qualified to perform the Services as specified in this Agreement.

Article 2.
CONSULTANT'S SERVICES

- 2.1 Consultant shall complete the Services which will include, without limitation, the tasks and deliverables outlined in Exhibit "A", attached hereto.
- 2.2 The Services shall be diligently performed by the regular professional and technical staff of Consultant as outlined in Exhibit "B", attached hereto. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of Client.
- 2.3 Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee or agent of Client for any purpose, nor shall Consultant and Client be deemed to be joint ventures in any respect.

**Article 3.
AGREEMENT TERM**

The term of this Agreement ("**Term**") shall begin on January 22, 2013 and shall end on January 1, 2015.

**Article 4.
TERMINATION OF AGREEMENT**

4.1 Either Consultant or Client may terminate this Agreement, with or without reason, by providing ten (10) days written notice to the other, which notice shall state the date of termination.

4.2 In the event that Consultant's Services are terminated or if Consultant shall be discharged before all of the Services are performed, Client shall pay to Consultant the payment identified in Article 5 of this Agreement ("**Payment Terms**") based on the fractional amount of work performed by Consultant prior to termination or discharge.

**Article 5.
PAYMENT TERMS**

5.1 For the work that Consultant performs, Client shall pay Consultant Sixty-five Thousand (**\$65,000**) Dollars. The budget is approximated by phase in the Scope of Services. Consultant will invoice on a percent complete basis to be paid by Client within thirty (30) days. This payment represents the expenses Consultant will incur as it performs the services listed above.

5.2 All expenses, charges and fees are included in Services and shall not be reimbursable.

**Article 6.
USE OF CONSULTANT'S DOCUMENTS**

6.1 The documents, plans, studies, analysis, deliverables and other work product prepared by Consultant for the Project are works for hire contracted for pursuant to this Agreement. Client shall be deemed the owner of these documents and other work product and shall be transferred all law, statutory, and other rights including copyright.

6.2 Upon completion of the Services or earlier termination of this Agreement for any reason and payment by Client, Consultant shall deliver all such materials to Client.

**Article 7.
PUBLICATION**

Consultant shall have the right to reference the Project subject to the approval of Client among Consultant's promotional and professional materials. Client shall have the right to reference Consultant's names in its materials related to the Project.

**Article 8.
CLIENT'S RESPONSIBILITIES**

Client shall provide available information regarding its requirements outlined in the Services, including related budgetary information.

**Article 9.
PROFESSIONAL RESPONSIBILITY**

All of the work performed by Consultant shall be performed in accordance with the standard of care, skill and due diligence provided by competent professionals who perform work or services of a similar nature to the Services.

**Article 10.
MISCELLANEOUS PROVISIONS**

10.1 Conflict of Interest. Consultant agrees that no official, officer or employee of Client shall have any personal or beneficial interest whatsoever in the Services.

10.2 Confidentiality. Except as provided by law, Consultant agrees not to divulge or release any information, report, research, analysis or recommendation developed or obtained in connection with the performance of the Services, except to authorized personnel upon the prior written approval of Client.

10.3 Notice. For the purpose of this Agreement, notices, demands and all other communications provided in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by United States certified or registered mail, return receipt requested, postage prepared, or by any overnight delivery service providing tracking information and delivery confirmation, addressed as follows:

If to Consultant: Center for Planning Excellence, Inc.
 Attn: Ms. Elizabeth "Boo" Thomas
 100 Lafayette Street,
 Baton Rouge, Louisiana 70801

If to Client: The Parish of St. Charles
 V.J. St. Pierre, Jr.
 Parish President
 P.O. Box 302
 Hahnville, La 70057

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10.4 Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of Louisiana. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement may be brought in East Baton Rouge Parish.

10.5 No Third Party Beneficiaries. It is expressly understood and agreed that the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Client and Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person.

10.6 Time is of the Essence. The parties agree that the performance of the terms, conditions and requirements of this Agreement by Consultant, time is of the essence.

10.7 Severability or Limitation. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way. If any statute or regulation limits fees that may be earned by this type of contract then this Agreement shall be limited to the maximum allowed by any such statute or regulation.

10.8 Assignment. This Agreement shall be not be assignable by Consultant.

10.9 Binding Effect. Client and Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to this Agreement and to the members, managers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

10.10 Amendment. This Agreement may be altered, amended, extended or renewed only by mutual written agreement of the parties.

10.11 Mediation. The parties shall attempt to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question as arisen.

10.12 Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

10.13 Entire Agreement. This Agreement sets forth the entire agreement of the parties in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any member, manager, officer, employee or representative of any party hereto; and any prior agreement of the parties in respect of the subject matter contained herein is hereby terminated and cancelled.

10.14 Paragraph Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms or provisions hereof.

10.15 Multiple Counterparts. This Agreement may be executed in multiple counterparts and, as so executed, shall constitute one agreement binding on the parties hereto, notwithstanding that both parties have not executed the original or the same counterpart.

10.16 Indemnification. Client hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees

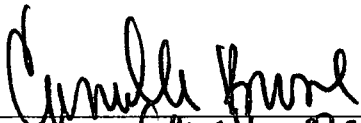
and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with the performance of the Scope of Work, except to the extent that such claims, liabilities, losses or expenses arise from gross negligence of Consultant in the performance of its duties.

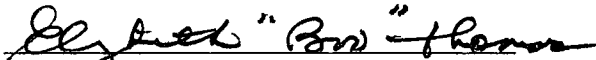
10.17 Release. Client hereby releases Consultant, to the fullest extent permitted by law, from any claims, causes of action, liability or damages resulting from or related to the performance of the Scope of Work by Consultant.

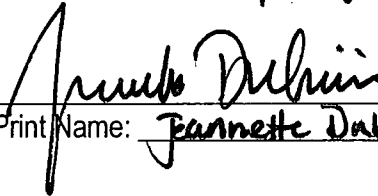
IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this 1st day of February, 2013.

WITNESSES:

CENTER FOR PLANNING EXCELLENCE, INC.


Print Name: Camille Broom


Elizabeth "Boo" Thomas
President



Print Name: Jannette Dabinin

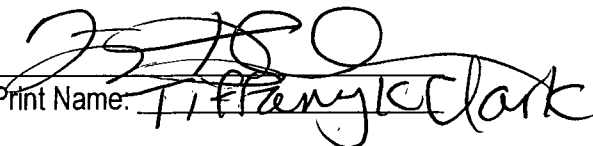
IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this 23rd day of January, 2013.

WITNESSES:

The Parish of St. Charles


Print Name: Aneadra Coleman


V.J. St. Pierre, Jr.
Parish President


Print Name: Tiffany Clark

CENTER FOR PLANNING EXCELLENCE
Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

Exhibit A
SCOPE OF SERVICES

This Proposed Scope of Services is presented to **St. Charles Parish** (referred to as “**Client**”) by the **Center for Planning Excellence, Inc.**, (hereinafter referred to as “**Consultant**”) to assist Client in committee management, technical assistance, outreach, community engagement and education (referred to as “**Consultant Services**”).

INTRODUCTION:

Client is starting implementation of *St. Charles 2030*, a comprehensive land use plan adopted in 2011, with a corridor revitalization effort on Paul Maillard Road/LA 52. The Revitalization Plan will focus a community vision for Paul Maillard Road using elements of the *St. Charles 2030* Vision Statement. The Revitalization Plan will be created by a transportation and planning firm (hereinafter referred to as “**Planning Team**”), with the assistance of an Executive Committee and Consultant

The planning process includes five phases—project kickoff, project organization and baseline data collection, analysis of existing conditions and trends, plan development with alternatives, and plan adoption—all guided by a steering committee and supported by planning staff and consultants. Subject to the terms and conditions of this Agreement, Consultant will assist Client with the following tasks in all five phases of the project.

PHASE 1: BASELINE CONDITIONS - \$37,560 - 58% of total budget

Planning Team will collect and organize baseline conditions for analysis and development of the revitalization plan.

Task 1.1 Engage Stakeholders

Consultant will assist Client and Planning Team with stakeholder engagement with a focus on community ownership of the project at every phase of the project.

Consultant shall:

- Assist Client and Planning Team in identifying and meeting with partners and key stakeholders along the LA 52 corridor to collect business plans of commercial and institutional stakeholders.
- Provide discussion topics educational material, as identified in Task 1.2.
- Assist Client with ongoing stakeholder meetings and presentations to focus groups

Consultant Deliverables:

- 1) Potential stakeholder list
- 2) Discussion topics one-pager
- 3) Stakeholder meeting summary in Microsoft Word format

Task 1.2 Develop Sustainable Development Discussion Components

“Discussion Topics” are designed to foster an understanding of sustainable development in the diverse community of the study area. Topics may include Complete Streets, HUD Livability Principles, place-making, revitalization without gentrification, sustainable development, building community wealth, etc. Content for Engineering and Economic one-pagers provided by Planning Team and formatted by Consultant.

CENTER FOR PLANNING EXCELLENCE

Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

Consultant shall:

- Create a series of primers and presentations on Discussion Topics
- Collaborate with Planning Team and Client on content
- Use St. Charles Parish's existing Style Guide as a guide

Consultant Deliverables:

- 1) Approximately four one-pagers
- 2) Approximately four educational presentations
- 3) Templates for one-pagers in Microsoft Word format

Task 1.3 Establish Executive Committee and Advisory Committee with Regular Meetings

Building on existing partnerships to guide the planning process, committee members will be solicited according to several factors. The Executive Committee will consist of project partners and meet periodically throughout the planning process. Advisory Committee meetings are intended to build greater support and community engagement for the project. These Advisory Committee meetings will include the Executive Committee members in addition to other key stakeholders and occur periodically throughout the project.

Consultant shall:

- Attend all Executive Committee meetings
- Attend all Advisory Committee meetings
- Periodically present on Discussion Topics, as identified in Task 1.2
- Assist Planning Team with facilitation as needed
- Provide notes from meetings to Client and Planning Team
- Outline outreach options with Executive Committee
- Assist Planning Team with creating the Community Report Card, based on the Community Survey results and HUD's Livability Principles

Consultant Deliverables:

- 1) Discussion topic presentations
- 2) Discussion topic one-pagers
- 3) List of outreach options to add to Client's existing Public Participation Plan
- 4) Facilitation support
- 5) Meeting notes
- 6) Community Report Card assistance

*Note: Though identified in Phase 1, Executive Committee and Advisory Committee meeting occur throughout the project.

Task 1.4 Review and Enhance Public Participation Plan

The existing Public Participation Plan created by Client will be used to guide the public engagement process. The Client, Planning Team and Consultant will review and revise as necessary to ensure that underserved populations and area schools are engaged in the process.

Consultant shall:

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Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

- Periodically review public participation evaluation indicators and public participation plan
- Work with Client and Planning Team to ensure underserved populations are engaged
- Explore opportunities to integrate project into curriculums at Luling Elementary with Consultant Team and Client
- Assist with facilitation of activities at Luling Elementary

Consultant Deliverables:

- 1) Updates to Client for Public Participation Plan
- 2) Facilitation assistance

Task 1.5 Train Community Outreach Specialists

Client will hire two Community Outreach Specialists to work in the study area collecting data, and informing citizens of the project's status both in neighborhoods and also at office locations.

Consultant shall:

- Train Community Outreach Specialists, with assistance from Client
- Provide Community Outreach Specialists the educational and informational material, described in Task 1.2
- Advise Client on a work plan for Community Outreach Specialist

Consultant Deliverables:

- 1) Community Outreach Specialist work plan outline

Task 1.6 Household Transportation and Housing Survey

The Planning Team will create a community survey that will be administered by the Community Outreach Specialists.

Consultant shall:

- Assist the Planning Team with the survey content development
- Work with the Client and the Community Outreach Specialists to create a survey administration plan.

Consultant Deliverables:

- 1) Survey content suggestions
- 2) Survey administration plan

Task 1.7 Community Workshop One – Existing Conditions and Visioning

The Planning Team will conduct a targeted public workshop to present baseline data, gather additional data, and conduct an interactive visioning exercise along the corridor.

Consultant shall:

- Assist with the formulation of the interactive visioning activity, such as *"I wish this was..."* or *"I wish I had _____ in my neighborhood"*
- Create and distribute outreach material for the public meeting (Planning Team to supply content)

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Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

- Assist Planning Team with workshop facilitation
- Provide discussion topic educational material described in Task 1.2

Consultant Deliverables:

- 1) Create and distribute outreach flyers, posters, emails and talking points
- 2) Facilitation assistance

Task 1.8: Existing Conditions and Visioning Outreach

Participation in Community Workshop One will be evaluated against indicators of underserved populations. Community Workshop One activities will be duplicated in underserved communities until desired participation levels are achieved.

Consultant shall:

- Assist Community Outreach Specialists and Client in evaluating workshop participation
- Assist Community Outreach Specialist with up to 3 more focus groups with underserved populations

Consultant Deliverables:

- 1) Workshop participation evaluation
- 2) Up to 3 additional focus groups

PHASE II: ANALYSIS OF EXISTING CONDITIONS AND TRENDS - \$8,640- 13% of total budget

Planning Team will analyze existing conditions and trends to develop revitalization plan alternatives. Community workshops will be held to develop a community vision. Stakeholder engagement will be maintained throughout this technical phase, with a focus on place making.

Task 2.1: Community Workshop Two – Vision and Branding

The Planning Team will conduct a 2-3 day mini-charrette to focus a community vision and brand for the revitalization plan and explore streetscape options.

Consultant shall:

- Assist with branding activity creation
- Create and distribute outreach material for the public meeting (Planning Team to supply content)
- Assist Planning Team with workshop facilitation
- Provide discussion topic educational material described in Task 1.2

Consultant Deliverables:

- 1) Create and distribute outreach flyers, posters, emails, and talking points
- 2) Facilitation assistance

Task 2.2: Vision and Branding Outreach

Participation in Community Workshop Two will be evaluated against indicators of underserved populations. Community Workshop Two activities will be duplicated in underserved communities until desired participation levels are achieved.

Consultant shall:

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Scope of Services for the Paul Maillard-Road Corridor Revitalization Plan

- Assist Community Outreach Specialists and Client in evaluating workshop participation
- Assist Community Outreach Specialist with up to 3 more focus groups with underserved populations

Consultant Deliverables:

- 1) Workshop participation evaluation
- 2) Up to 3 additional focus groups

PHASE III: CORRIDOR PLAN ALTERNATIVES - \$11,310 - 17% of total budget

Planning Team will develop design renderings and policies to implement the vision and remedy constraints identified in Phase II analysis.

Task 3.1 Community Workshop Three

Planning Team will present alternative approaches to the community to identify preferred concept consensus. Alternatives will be evaluated or selected with current technologies, such as real-time voting.

Consultant shall:

- Create and distribute outreach material for the public meeting (Planning Team to supply content)
- Assist Planning Team with workshop facilitation
- Provide discussion topic educational material described in Task 1.2

Consultant Deliverables:

- 1) Outreach flyers, posters, emails and talking points
- 2) Facilitation assistance

Task 3.2 Concept Selection Outreach

Participation in Community Workshop Three will be evaluated against indicators of underserved populations. Community Workshop Three activities will be duplicated in underserved communities until desired participation levels are achieved.

Consultant shall:

- Assist Community Outreach Specialists and Client in evaluating workshop participation
- Assist Community Outreach Specialist with up to 3 more focus groups with underserved populations

Consultant Deliverables:

- 1) Workshop participation evaluation
- 2) Up to 3 additional focus groups

Task 3.3 Streetscape Demonstration Project

To the greatest extent possible, preferred concepts will be demonstrated on the corridor using temporary design features, such as temporary sidewalks, benches and street trees. This effort is designed to reinforce the results of Community Workshop Three, to evaluate the preferred concepts, to introduce the preferred concepts to the larger community.

Consultant shall:

CENTER FOR PLANNING EXCELLENCE
Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

- Assist Client and Planning Team with the creation of a street demonstration project on one parcel, such as the St. Charles Parish Hospital
- Assist Client with coordination of streetscape demonstration

Consultant Deliverables:

- 1) Parcel identification
- 2) Outline of contacts and potential donations

Task 3.4 Review Draft Policies

Planning Team will utilize design concepts and feedback from Community Workshop Three to draft initial policy documents for review.

Consultant shall:

- Provide a technical edit to draft Policies

Consultant Deliverables:

- 1) Edits to Microsoft Word document in Track Changes

PHASE IV: DRAFT CORRIDOR REVITALIZATION PLAN - \$3,360 - 5% of total budget

Planning Team will propose and refine a draft corridor revitalization plan based on public input, committee guidance and Client review.

Task 4.1 Evaluate Plan Elements

Client will review plan elements for consistency with vision, brand, preferred design concept and ability to achieve goals. Elements will be forwarded to Executive Committee and Advisory Committee for discussion.

Consultant shall:

- Provide a technical edit of the Plan Elements

Consultant Deliverables:

- 1) Edits to Microsoft Word document in Track Changes

Task 4.2 Evaluate Implementation Plan

Client will review the implementation strategy for consistency with vision and ability to achieve goals. Elements will be forwarded to Executive Committee and Advisory Committee for discussion.

Consultant shall:

- Provide a technical edit of the Implementation Plan

Consultant Deliverables:

- 1) Edits to Microsoft Word document in Track Changes

Task 4.3 Community Workshop Four - Plan Refinement

CENTER FOR PLANNING EXCELLENCE
Scope of Services for the Paul Maillard-Road Corridor Revitalization Plan

Draft plan will be presented and public and stakeholder input will be used to guide plan refinements.

Consultant shall:

- Create and distribute outreach material for the public meeting (Planning Team to supply content)
- Assist Planning Team with workshop facilitation
- Provide discussion topic educational material described in Task 1.2

Consultant Deliverables:

- 1) Outreach flyers, posters, emails and talking points
- 2) Facilitation assistance

PHASE V: FINAL PLAN AND ADOPTION - \$1,300 - 2% of total budget

The Planning Team and Client will conduct meetings with the Planning Commission and Parish Council to ensure the adoption of the final plan.

Task 5.1 Plan Adoption Assistance

Consultant will assist Planning Team and Client with final plan adoption.

Consultant shall:

- Supply one (1) letter of support template for Client to disperse to Executive Committee and Advisory Committee
- Attend the Planning Commission and Parish Council meeting in support of the plan

Consultant Deliverables:

- 1) Template letter of support
- 2) Attend Planning Commission and Parish Council adoption meetings

BUDGET

The project budget for the above-proposed services is a lump sum of \$65,000, including expenses, mileage and materials.

CENTER FOR PLANNING EXCELLENCE
Paul Maillard Road Corridor Revitalization Plan

Exhibit B

ACCEPTABLE CONSULTANT STAFF

CONSULTANT must provide all work identified in this contract through the following personnel:

Haley Blakeman, PLA, AICP, Project Manager

Camille Manning Broome, Director of Planning and Implementation

Jeannette Dubinin, Community Planner

Phillip LaFargue, Director of Communications

Lauren LaFitte Marschall, APA, Community Planner