

2003-0121

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF EMERGENCY PREPAREDNESS)**

ORDINANCE NO. 03-4-8 _____

An Ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and South Central Planning and Development Commission to administer the River/Bayou Parishes Mutual Aid and Assistance Task Force.

WHEREAS, St. Charles Parish, is a part of the River/Bayou Parishes Mutual Aid and Assistance Task Force; and

WHEREAS, the United States Department of Justice will be providing Terrorism Equipment Funding for use in the Task Force Area as a part of the Home Land Security Program; and

WHEREAS, it is the desire of the Parish Council, upon the recommendation of the Director of Emergency Preparedness, to have South Central Planning & Development Commission administer said Program; and

WHEREAS, it is the desire of the Parish Council to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement for Professional Services between St. Charles Parish and South Central Planning and Development Commission is hereby approved.

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

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

YEAS: RAMCHANDRAN, HILAIRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: FAUCHEUX, FABRE

And the ordinance was declared adopted this 21st day of April, 2003, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Lance Marino*
SECRETARY: *Barbara J. J...*
DLVD/PARISH PRESIDENT: *April 22, 2003*
APPROVED DISAPPROVED

PARISH PRESIDENT: *Albert D. Laque*
RETD/SECRETARY: *April 22, 2003*
AT *3:30 pm* RECD BY *BJJ*

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

ST. CHARLES PARISH

AND

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

This agreement (AGREEMENT) made and entered into this 28th day of April, 2003.

BY AND BETWEEN

- (1) ST. CHARLES PARISH, represented herein by MR. ALBERT LAQUE, Parish President, (hereinafter sometimes referred to as "PARISH"); and
- (2) SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, represented by 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 providing professional services such as minutes keeping, publishing minutes, mail management, accounting service, and general liaison between the River/Bayou Parishes Mutual Aid and Assistance Task Force and the PARISH and;

WHEREAS, the PARISH, represented by Mr. Albert Laque, is authorized to enter into an agreement with South Central Planning and Development Commission for professional 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, do agree as follows:

I. SCOPE OF CONTRACT

This contract contains three (3) typewritten pages, signed by appearers and authenticated and "Exhibit A", "A Proposal to Perform Daily Management For the River/Bayou Parishes Mutual Aid and Assistance Task Force", 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 perform the tasks, as specified in Exhibit A, A Proposal to Perform Daily Management For the River/Bayou Parishes Mutual Aid Assistance Task Force".

III. PARISH'S RESPONSIBILITIES

A. Designate Mr. Tab Troxler for St. Charles Parish to represent the PARISH for all purposes in its relationship with CONSULTANT.

IV. COMPENSATION

A. CONSULTANT shall perform the tasks identified in the Scope of Services for a lump-sum fee of Five Thousand dollars (\$5,000.00) payable by each of the participating members of the River/Bayou Parishes Mutual Aid and Assistance Task Force, which will total Thirty Thousand dollars collectively.

V. ASSIGNABILITY

The CONSULTANT shall not assign any interest of this contract and shall not transfer any interest in the same without prior written consent of the PARISH

VI. DURATION OF AGREEMENT

This Agreement shall continue in full force for a period of one year and effect from the date signed until January 1, 2004. It will be the understanding of both parties that the terms of this agreement will be automatically reactivated on January 1st of each year, unless either party 30 days prior to reactivation issues a desire for discontinuance. It is further understood, that any termination of this contract shall be by given within 30 days prior written notice.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hand in multiple counterparts on this 28th day of April, 2003.

WITNESSES:

PARISH:

ST. CHARLES PARISH
HAHNVILLE, LOUISIANA

Budimir Jovic
Volarie Berthelot

BY: *Albert Laque*
Mr. Albert Laque
Parish President

CONSULTANT:

SOUTH CENTRAL PLANNING
& DEVELOPMENT COMMISSION
HOUMA, LOUISIANA

Melissa B. Bennett
Pam Keruel

BY: *Kevin P. Belanger*
Mr. Kevin P. Belanger, Chief Executive Officer

Exhibit "A"

A Proposal to Perform Daily Management For the River/Bayou Parishes Mutual Aid and Assistance Task Force

South Central Planning and Development Commission proposes the following:

Scope of Work:

Task 1.) To prepare all monthly meeting and special meeting minutes and publish appropriate releases in official journal: This task will record and transcribe all meeting activity and provide copies to all members of the Task Force prior to following meetings, and records will be maintained in separate file at SCP&DC

Task 2.) To create and manage by-laws accepted by the Task Force: This task will provide the Task Force with examples of other authorities and to document and to create a binder of the by-laws, and to provide each member with same.

Task 3.) To handle all accounting matters of the Task Force: This task will involve the daily operations of the Task Force. For example, the post office box rental, checking account management, preparation of payables (publication of notices, etc), and other activities necessary for the operation of the Task Force.

Task 4.) To serve as the technical staff for the Task Force: Occasionally the Task Force will need the services of the SCP&DC staff to perform routine surveying, data collection, and all other actions necessary to carry out daily activities of various forms of issues derived by the Task Force.

Task 5.) To perform limited GIS demographic work: This task will involve the use of the SCP&DC's GIS services to create specialized mapping, demographic queries, and other services or functions requested by the Task Force.

Cost of Services: This proposal is being offered as a means of providing the Task Force with professional services to carry out successfully its purpose and mission statement. It is expected that all participating OEP's will contribute proportionately to the means necessary to fulfill the total cost of \$ 30,000 per year. It is also expected that the Task Force will meet monthly.

Time Frame: It is our understanding that the services that SCP&DC would provide would be on an ongoing basis for a period of 1 (onc) year, with the ability of renewal each year, that would commence each January or a date established by the Commission. SCP&DC will annually bill the participating agencies one month prior to the renewal date, and renewal will be established by virtue of payment or other notice thereof.