

2021-0328

INTRODUCED BY: BOB FISHER, COUNCILMAN, DISTRICT VI

ORDINANCE NO. 22-1-3

An ordinance to approve and authorize the execution of a Professional Services Agreement between St. Charles Parish and South Central Planning and Development Commission to develop a Reapportionment Plan based on the 2020 Census, not to exceed \$30,000.00.

WHEREAS, Louisiana Revised Statute 33:1411 and the St. Charles Parish Home Rule Charter, Article III, Section 3, require that the Governing Authority review its apportionment plan after the release of each decennial census; and,

WHEREAS, the United States Census Bureau has released the 2020 Census figures for St. Charles Parish; and,

WHEREAS, in order to ensure compliance with all applicable parish, state and federal laws it is the desire of the Parish Council to engage professional assistance.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and South Central Planning and Development Commission to develop a Reapportionment Plan based on the 2020 Census, not to exceed \$30,000.00, is hereby approved and accepted.

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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 10th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

2021-0328 Redistricting Agreement Ord.docx

CHAIRMAN: Bob Fisher
SECRETARY: Michelle DiPaolito
DLVD/PARISH PRESIDENT: January 11, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Mathew Jewell
RETD/SECRETARY: January 11, 2022
AT: 2:10 pm RECD BY: [Signature]

SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 17th day of January, 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 January 17th 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:

Billy Raymond
Schlaster

ST. CHARLES PARISH

Matthew Jewell
By: MATTHEW JEWELL
PARISH PRESIDENT
1/11/22
Date:

WITNESSES:

E. Ruzer
Kim Smith

SOUTH CENTRAL PLANNING &
DEVELOPMENT COMMISSION, INC.

Kevin P. Belanger
By: KEVIN P. BELANGER
CHIEF EXECUTIVE OFFICER
1/19/22
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. (R.S. 33:1411) .
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.

*ST. CHARLES PARISH
PARISH COUNCIL*

2021 REDISTRICTING PLAN

A Proposal to Perform
Redistricting Services

Submitted

by

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

December 2021

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INTRODUCTION

Once every ten (10) years, the population across the United States is counted. The fundamental purpose behind this effort is to be sure that those we elect represent all of us equally. This counting process is known as the *decennial census*.

The U.S. Constitution and subsequent State and Federal laws require the redistricting of election districts for all St. Charles Parish Council seats according to your 2020 Parish population under the one-man, one-vote rule.

The plan must meet the requirements of the Federal Voting Rights Act of 1965 which states that the plan must have neither a discriminatory purpose nor will have a discriminatory effect. With this in mind, the South Central Planning and Development Commission (SCPDC) proposes to develop a redistricting plan for the Parish Council that adheres to the following goals or traditional principles of redistricting:

- **Compliance with Federal and State Law:** Primarily the Voting Rights Act of 1965 & its various amendments
- **Compactness:** Having the minimum distance between all the parts of a constituency
- **Contiguity:** All parts of a district must be connected at some point with the rest of the district
- **Preservation of Communities of Interest:** Geographical areas, such as neighborhoods, where the residents have a common political interest
- **Preservation of cores of prior districts:** Maintaining districts as previously drawn to the extent possible
- **Avoid pairing incumbents**

Last decade we facilitated the processes for the Parish Council, with the plan being approved by the U.S. Department of Justice as well as the Louisiana Secretary of State's Office (SOS). If selected to perform the work for the Council, we would encourage the same open process used in developing the 2011 Redistricting Plan.

Over the last four decades, South Central Planning and Development Commission has established the knowledge and experience to prepare your 2022 Redistricting Plan, and have developed working relationships with the SOS's Office and the U.S. Department of Civil Rights Division.

RELATED EXPERIENCE AND QUALIFICATIONS

Over the last four decades South Central Planning and Development Commission (SCPDC) has prepared numerous plans for member Parishes. During the 1980 reapportionment process, SCPDC prepared both the Voting District Plans and the U.S. Department of Justice pre-clearance submissions for the Parishes of Assumption, St. Charles, St. James, and Terrebonne. In 1990 SCPDC prepared both the Voting District Plans and the U. S. Department of Justice pre-clearance submissions for the Parish Governing Authority of Assumption, St. Charles, St. James, St. Charles, St. John, and the School Boards in Assumption, St. Charles, St. Charles, and Terrebonne. Each plan was approved, pre-cleared in a timely fashion, and we only received one challenge on the St. John School Board. The St. John School Board's plan was amended to ensure the one man one-vote criteria. In 2000 SCPDC prepared both the Voting District Plans and the U. S. Department of Justice pre-clearance submissions for the Parish Governing Authority of Assumption, Lafourche, St. Charles, St. James, St. Charles, St. John, Terrebonne, and the School Boards in Assumption, St. Charles, St. Charles, and Terrebonne. We also prepared or assisted in the preparation of the 2010 Visible Precinct Boundary Maps for many of our member Parishes to be in compliance of State Act 1420. And finally, after the 2010 Census, the Commission developed redistricting plans and secured pre-clearances for the Assumption Parish Police Jury, the Lafourche Parish Council, the St. Charles Parish Council, the St. John the Baptist Parish Council, the Terrebonne Parish Council, the school boards of Assumption, Lafourche, St. Charles, St. John the Baptist, and Terrebonne, and the municipalities of Thibodaux and Gramercy. Additionally, the Commission has developed the 2020 Prospective Precinct Plan for Lafourche, St. Charles, St. James, St. John the Baptist, and Terrebonne in order to prepare for redistricting.

Today, SCPDC has three (4) staff members with direct redistricting experience, and two (2) individuals with ancillary knowledge of GIS shape files and querying. Our planning and drafting personnel will be more than capable of handling your redistricting project.

In addition to our personnel experience, SCPDC is designated as an U.S. Bureau of the Census affiliate. This affiliation provides our agency with direct and immediate access to Census data and maps. SCPDC's Geographic Information Systems (GIS) include all of the latest hardware and software needed for redistricting. Our Commission is extremely capable of producing maps of precinct and district maps for definition and presentation.

In anticipation of the 2022 redistricting SCPDC has purchased the latest version of Maptitude for Redistricting and data sets for the entire State of Louisiana. This software will give our Commission the best and latest geospatial software available and provide for the quickest development process. In addition, advances in ESRI's ArcGIS Online will allow staff to develop online, dynamic maps that will assist decision-makers and the public to conveniently access redistricting maps, various alternatives, and data-sets online to help make informed decisions.

The combinations of our familiarity with your Parish, knowledge of your communities and neighborhood sensitivities, mapping expertise, advanced computer software capabilities, and knowledge of federal requirements are more than ample in meeting your reapportionment needs.

List of References and Related Clients:

- Mr. Darrin Guidry, Council Chair - Terrebonne Parish Council: (985) 688-6632
- Mr. Armand Autin, Council Chair - Lafourche Parish Council: (985) 805-0201
- Ms. Melinda Bernard, President - St. Charles Parish School Board: (504) 722-0444
- Mr. Brian Champagne, Registrar of Voters- St. Charles Parish (985) 783-5120
- Mr. Bill Blair, Director of Demographic Services - Louisiana House of Representatives: (225) 342-2591

PROFILE OF COMMISSION

SCPDC was formed in 1972 and promulgated in 1978 by Louisiana State Statute (Act 472 of the Regular Session of 1978) to help local governments plan for the future of their communities and to help stimulate regional economic growth. One of the eight Regional Planning Districts in the State, and the Commission is a public, non-profit organization (501C-1).

The Commission performs a variety of functions such as, but is not limited to the following areas of emphasis:

- Federal & State Grant Development and Management
- Transportation Planning
- Transportation Safety and Congestion Planning
- Geographic Information Systems
- Building Code Enforcement
- Homeland Security
- Capital Improvement Plans
- Advocacy of Special Projects
- Environmental Planning & Redevelopment
- Business Lending and Development
- Comprehensive Planning
- Land-use Planning
- Zoning Development
- Strategic Economic Development Planning
- Strategic Facilities Planning
- Information Technologies and Computer Programming
- Federal and State Liaison
- Technical support for various other local Commissions and Authorities
- Graphic Communication and Design
- Election Services

The Commission is under the direction of a thirty-two (32) member Board of Commissioners, comprised of the chief elected officials of member governments, which include seven parish presidents and eleven mayors. In addition, each parish governing authority appoints one minority representative, and the Parish Presidents appoints one business representative and an additional business representative for every 25,000 in population over 50,000 to serve on the Board.

Member Communities

- Assumption Parish
 - Village of Napoleonville
- Lafourche Parish
 - City of Thibodaux
 - Town of Lockport
 - Town of Golden Meadow
- St. Charles Parish
- St. James Parish
 - Town of Lutcher
 - Town of Gramercy

2022 St. Charles Parish Council Redistricting

- St. John the Baptist Parish
- St. Mary Parish
 - City of Morgan City
 - City of Franklin
 - City of Patterson
 - Town of Baldwin
 - Town of Berwick
- Terrebonne Parish

The staff of the Commission is under the direction of Mr. Kevin P. Belanger, who will be responsible for contracting and overseeing the project on behalf of the Commission. Under the coordination and direction of Mr. Belanger, four (4) staff members with direct experience in redistricting and/or GIS will be assigned to the project. These individuals will be responsible for the computerized preparation of necessary maps, public meeting facilitation, tabulation of statistics for formulation of the plan, professional research, ordinance development, and other assistance as needed for the successful completion of the 2021 Redistricting Plan.

(Resumes for the above mentioned personnel assigned to the project are available upon request)

PAST PERFORMANCE

South Central Planning & Development Commission has performed numerous reports and studies on behalf of St. Charles Parish like the 2021 Comprehensive Economic Development Strategy, 2021 South Central Regional Bicycle and Pedestrian Safety Plan, and periodic economic development updates. It is the focus of this section to identify those projects that have relation to allow for a good geographic/economic/community/areas of understanding of the Parish.

In 2002 and 2011 SCPDC was chosen to facilitate the initiative for both the St. Charles Parish Council and St. Charles Parish School Board in developing the **2002 and 2011 Redistricting Plans** that would be reflective of the goals and criteria of the Voting Rights Act of 1965, Section 5 while preserving like communities throughout the Parish. The timelines were met and submission to Justice was approved successfully. There were no change orders or additional costs to any of the projects.

As stated previously, throughout the years SCPDC assisted with **Precinct Mergers and Consolidations**. The work was a team effort between the Registrar of Voters, Council Staff, and SCPDC. The tedious work was completed successfully each time by receiving approval from the SOSs Office and no challenges by the Department of Justice. It must also be noted, that during the last decade SCPDC responded to numerous request both from Council Staff and the Registrar of Voters to assist with other activities (Map making, legal description re-writing based upon physical feature detailing, and other precinct consolidations) related to voting districts at no charge. All ancillary work performed was done for gratis!

METHOD OF COMPENSATION

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.

SCOPE OF SERVICES

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)

PROJECT SCHEDULE

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. (R.S. 33:1411) .
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

ATTACHMENTS

STAFF BIOS

Kevin P. Belanger, Chief Executive Officer

Mr. Belanger is a native of Terrebonne Parish and resides in Montegut. Mr. Belanger graduated in 1988 from the University of Southwestern Louisiana with a Bachelor's of Science degree in City and Regional Planning, with a minor in Architecture. During his education, Mr. Belanger worked for the Terrebonne Parish Consolidated Government as the field supervisor of the Isles Dernieres restoration project. After graduation, he continued his employment with Terrebonne Parish as a Transportation Planner, and later as the Parish Senior Planner. During this tenure, Mr. Belanger was directly responsible for management of the Metropolitan Planning Organization and the Planning and Zoning Department, which included building permits, code enforcement, zoning issues, long and short range capital transportation planning, geographic information systems, and many other associated duties. After ten years of dedicated service to Terrebonne Parish, Mr. Belanger was hired in 1998 by South Central Planning and Development Commission (SCPDC) as its Chief Executive Officer.

As Chief Executive Officer Mr. Belanger is responsible for the Commission's daily affairs, liaison to State and Federal Legislators, implementation of the Comprehensive Economic Development Strategy, network with regional and national development interests in an effort to attract quality investments consistent with the regional economic development plan. Mr. Belanger manages multiple projects and provides leadership and direction to a diverse professional staff in a political environment. Through his initiative, Mr. Belanger expanded the services of the Commission in areas as long and short range Transportation Planning, Geographic Information Systems training and administration, Information Technology management, environmental public outreach, solid waste long-range planning, Brownfield education and awareness, and highway safety initiatives.

Joshua Manning, Planner IV

Mr. Manning has a Master's Degree in Urban and Regional Planning from the University of New Orleans and a bachelor's degree in English from Nicholls State University. He has spent the majority of his professional career at SCPDC where he started part-time in 2003 while attending college at Nicholls State University until his graduation in 2005. Mr. Manning returned in 2008 and is now a Planner IV with the Commission, where he works on various EDA plans and projects, oversees the Houma-Thibodaux Metropolitan Planning Organization and is also the GIS Coordinator. He is responsible for long-range and short-range transportation planning, travel-demand modeling, and all of the agency's mapping and GIS products. During his time at the Commission he has developed redistricting plans for parish councils, municipalities, and school boards as well as various precinct mergers and prospective precinct plans.

Thomas Rhodes, Planning Specialist

Mr. Rhodes has a bachelor's degree in Business Analytics from Nicholls State University. Mr. Rhodes came to SCPDC in 2021 and is a Planning Specialist with the Commission, where he performs GIS data entry and analysis, assists the GIS Coordinator with map preparation, and coordinates traffic counts and other special projects.