

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

This agreement (AGREEMENT) made and entered into this ____ Day of _____, 2014.

BY AND BETWEEN

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

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

WITNESSETH

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

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

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

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

I. SCOPE OF CONTRACT

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

II. SCOPE OF SERVICES

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

III. PARISH'S RESPONSIBILITIES

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

IV. COMPENSATION

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

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

V. ASSIGNABILITY

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

VI. DURATION OF AGREEMENT

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

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

WITNESSES:

PARISH:

ST. CHARLES PARISH

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

CONSULTANT:

SOUTH CENTRAL PLANNING
AND DEVELOPMENT COMMISSION
GRAY, LOUISIANA

BY: Mr. Kevin P. Belanger, CEO
