

Ord.
2012-0416

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
LARRY COCHRAN, COUNCILMAN, DISTRICT V
(CHIEF ADMINISTRATIVE OFFICER)**

ORDINANCE NO. 12-12-4

An ordinance to approve and authorize the execution of an Agreement with South Central Planning & Development Commission for the purpose of merging precincts in St. Charles Parish.

WHEREAS, being political subdivisions of the State of Louisiana both the St. Charles Parish Council and St. Charles Parish School Board are required by law to Re-district itself after each Decennial Census; and,

WHEREAS, in order to achieve new political districts for both political subdivisions new precincts were needed; and,

WHEREAS, according to past law Governing authorities were not able to merge precincts between January 1 of any year of which the last digit is nine and December 31 of any year of which the last digit is three; and,

WHEREAS, the Louisiana State Legislature passed Senate Bill 99, introduced by Senator Rick Gallot, Act 726, signed by Governor Bobby Jindal, June 11, 2012 which allows for merging of precincts within the state prior to December 31, 2013 when both the governing authority and the respective school board has both received pre-clearance from the United States Department of Justice; and,

WHEREAS, St. Charles Parish desires to minimize the cost and manpower needed to operate such unnecessary precincts and would like to authorize the Parish President, Mr. V.J. St. Pierre, Jr. to engage South Central Planning & Development Commission in order to perform professional services relative to merging various precincts within the Parish of St. Charles.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and South Central Planning & Development Commission for the purpose of merging precincts in St. Charles Parish in an amount not to exceed \$15, 000.00 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: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, NUSS

NAYS: NONE

ABSENT: FLETCHER

And the ordinance was declared adopted this 3rd day of December, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 12-4-12

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 12-4-12

AT 7:55pm RECD BY: [Signature]

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

ST. CHARLES PARISH

AND

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

This agreement (AGREEMENT) made and entered into this 12 day of December, 2012

BY AND BETWEEN

- (1) ST. CHARLES PARISH, represented herein by Parish President Mr. V.J. St. Pierre, Jr. (hereinafter sometimes referred to as "PARISH"); and
- (2) SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, represented by Kevin P. 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 completing the "2013 Voting Precinct Merger Plan " and obtaining pre-clearance of said plan from the U.S. Department of Justice as required under the Federal Voting Rights Act of 1965 for the Parish of St. Charles, and;

WHEREAS, the PARISH, represented by Parish President, V.J. St. Pierre, Jr., 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 P. 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; "2013 Voting Precinct Merger Plan ", 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, in completing the "2013 Voting Precinct Merger Plan" and obtaining pre-clearance of said plan from the U.S. Department of Justice, as required under the Federal Voting Rights Act of 1965 on behalf of St. Charles Parish.

III. PARISH'S RESPONSIBILITIES

1. 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.
2. Furnish to CONSULTANT all existing plans, reports and other available data as well as, if possible, 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 that SCP&DC may not already have.
3. Arrange reasonable access to Public Property as required.
4. PARISH shall elect in writing to either be billed monthly or bi-monthly.

IV. COMPENSATION

CONSULTANT shall be compensated on a lump sum fee not to exceed Fifteen -Thousand Dollars (\$ 15,000.00). CONSULTANT may invoice the PARISH on a monthly basis, if there is enough activity for that month. CONSULTANT shall invoice the PARISH on work completion as detailed by tasks in the Scope of Services. Invoices shall be payable to the CONSULTANT within thirty (30) days of receipt.

V. ASSIGNABILITY

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

VI. DURATION OF AGREEMENT

A. This Agreement shall continue in full force and effect for a period of eight (8) months from the date hereof (the contract period).

IN WITNESS WHEREOF, the parties hereto have affixed their legal hand in multiple counterparts on this 12 day of December, 2012.

WITNESSES:

PARISH:

ST. CHARLES PARISH
HAHNVILLE LOUISIANA

BY: [Signature]
V.J. St. Pierre, Jr.
Parish President

[Signature]
[Signature]

CONSULTANT:

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION
HOUMA, LOUISIANA

BY: [Signature]
Kevin P. Belanger
Chief Executive Officer

[Signature]
[Signature]