

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**St. James Parish Government**

**AND**

**SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION**

This agreement (AGREEMENT) made and entered into this 11<sup>th</sup> day of Jan, 2010.

BY AND BETWEEN

- (1) St. James Government, represented herein by, Mr. Dale Hymel, Jr., Parish President, (hereinafter sometimes referred to as "CONTRACTOR"); 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 CONTRACTOR desires to retain the CONSULTANT for the purpose of assisting in the development of Comprehensive Plan for St. James Parish, and;

WHEREAS, the CONTRACTOR represented by Mr. Dale Hymel, Jr., is authorized to enter into an agreement with South Central Planning and Development Commission for professional assistance and services to the St. James Parish Government, 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 CONTRACTOR 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 in triplicate, and "Exhibit A, A Proposal to Perform Professional Services to Develop a Comprehensive 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, A Proposal to Perform Professional Services to Develop a Comprehensive Plan", to the St. James Government Relative to a "Comprehensive Plan".

## **III. CONTRACTOR'S RESPONSIBILITIES**

- A. Designate Mr. Dale Hymel, Jr. for the St. James Government to represent the CONTRACTOR 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 St. James Government. The scope of these tasks will be based upon the type of work delineated in this agreement and the recommendations adopted by the St. James Government. If the CONSULTANT cannot perform according to the schedule, through no fault of his own, he shall apply to the CONTRACTOR 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 identified in the Scope of Services for a fixed fee not to exceed One Hundred Ten Thousand Dollars (\$110,000).
- B. If the costs appear that they will exceed the estimate, the CONSULTANT shall notify the CONTRACTOR through a Change Order Request stating the purpose and reason for the change.
- C. CONSULTANT shall submit a monthly statement of percentage of completion, which also describes the work performed to the CONTRACTOR for payment, only if there is sufficient work effort during that month.
- D. 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 other than what is exhibited in the Scope of Services and shall not transfer any interest in the same without prior written consent of the CONTRACTOR.

## VI. DURATION OF AGREEMENT

This Agreement shall continue in full force and effect for a period of Eighteen (18) months from January 1<sup>st</sup>, 2010 to July 1<sup>st</sup>, 2011.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hand in multiple counterparts on this 11<sup>th</sup> day of January, 2010.

WITNESSES:

CONTRACTOR:

ST. JAMES GOVERNMENT  
LUTCHER, LOUISIANA

Ralph H. Dufour  
Deirdra A. Dufour

BY: Mr. Dale Hymel, Jr., Parish President

Dale Hymel, Jr.

CONSULTANT:

SOUTH CENTRAL PLANNING  
AND DEVELOPMENT COMMISSION  
HOUMA, LOUISIANA

Simone Case  
Michelle Lyman

BY: Kevin P. Belanger, Chief Executive Officer

Kevin P. Belanger

“EXHIBIT A”  
**St James Parish**

**A Proposal to Perform  
Professional Services to Develop  
A**

**Comprehensive Plan**

January, 2010

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

# ***St James Parish Comprehensive Plan***

## ***I. Background & Purpose.***

As a result of continued growth, and the prospects that have arisen from the aftermath of Hurricanes Katrina and Rita the St James Parish is requesting proposals from qualified consultants to evaluate existing conditions and to recommend improvements for future growth of the Parish. One of the thoughts is that growth in St James Parish should take place with some controls in place to promote the health, safety, morals, and general welfare of the Parish. Prior to any implementation of growth management a comprehensive plan must be done according to Louisiana Law R.S. 4780:42. Therefore, a comprehensive plan is a prelude to any implementation of land-use management.

South Central Planning and Development Commission (SCP&DC) is submitting this proposal to perform professional services and to illustrate the agency's ability to complete the necessary process in a timely, professional, and cost effective manner. This proposal will show that along with the described team, our agency and affiliates possess the knowledge and experience to successfully perform the tasks outline in this proposal.

## ***II. Related Experience of the Agency.***

Over the years SCP&DC has developed extensive, and more importantly, successful experience in assisting it's member Parishes in developing an array plans. The following are a few of the many different plans accomplished.

### **Past Studies**

- 2007 Assumption Parish Comprehensive Plan
- 2007 Wetlands Discovery Center Feasibility Study
- 2007 St. Charles Updated Strategic Development Plan
- 2006 Terrebonne Parish Sportsplex Feasibility Study
- 2004 St. Charles Strategic Development Plan
- 2003 Lafourche Parish School Board Strategic Development Plan
- 2003 Terrebonne Parish School Board Strategic Plan
- 2001 Terrebonne Parish Comprehensive Plan
- 1999 Town of Litcher Zoning Plan and Subdivision Ordinances
- 1998 Lafourche Parish Council Redistricting Plan
- 1998 St. Charles Parish School Strategic Plan
- 1993 Lafourche Master Recreation Plan
- 1992 Terrebonne Comprehensive Emergency Evacuation Plan

### **Present Studies Ongoing in Region**

- ◆ Thibodaux Transit Study
- ◆ Comprehensive Geotechnical Soils Mapping
- ◆ River Parish Master Transportation Plan

### ***III. Profile of the Firm.***

SCPDC was formed in 1972 under Louisiana State Statutes to help local governments plan for the future of their communities and stimulate regional economic growth. One of eight regional planning districts in the State, the Commission is a public, non-profit organization.

The Commission is under the direction of a twenty-four member Board of Commissioners, comprised of the chief elected officials of member governments, which include six parish presidents and six mayors. In addition, each parish government selects one minority representative and one private citizen representative to serve on the Board.

#### **Member Communities**

- ☐ St James Parish
- ☐ Lafourche Parish
- ☐ St. Charles Parish
- ☐ St. James Parish
- ☐ St. John the Baptist Parish
- ☐ Terrebonne Parish
- ☐ City of Thibodaux
- ☐ Town of Golden Meadow
- ☐ Town of Lockport
- ☐ Town of Gramercy
- ☐ Town of Litcher
- ☐ Village of Napoleonville

The staff of the Commission is under the direction of Mr. Kevin P. Belanger, who will be responsible for overseeing the project on behalf of the Commission. Under the coordination and direction of Mr. Belanger, five (5) staff members with direct comprehensive plan experience will be assigned to the project along with representatives of consultant groups and University Centers. These individuals will be responsible for the computerized preparation of necessary maps, public meeting facilitation, tabulation of statistics for formulation of plan, and other assistance as requested and needed. In addition, the Commission will also likely employ the services of a private consultant for independent third party quality assurance to make sure that recent legislation regarding comprehensive planning development is adhered to. Lastly, SCP&DC has partnered many times with higher institutions to ensure that academia is also a part of developing this visionary document called a Comprehensive Plan. All together the Comprehensive Plan is facilitated and devised by a consortium of experienced professionals to bring an intense level of credibility to the final document.

It is important to note that SCPDC is designated as a U.S. Bureau of the Census affiliate, and the Economic Development Administration regional liaison. These affiliations provide our agency with direct and immediate access to official census data and current economic trends. As such, the agency is capable of producing up to date estimates and projections.

(Resumes for personnel assigned to the project will be provided on request)

#### **IV. Scope of Services:**

Comprehensive Plans are devised so that the community leaders can better plan for social, economic, physical, political, aesthetics, and any other issues that help achieve the community's goals. This scope of services outlines a process in which SCP&DC, the Community, and the leadership of the Parish can affectively assess, recommend, and to put forth policies and guidelines for the most desirable long-range development of the community.

#### **Part I: Organization**

Task 1: Upon the notice to proceed or contract award, SCP&DC will work with the Parish for the development of a Steering Committee. It suggested that a 12 - 15 person Steering Committee be created by the appointments of 7 representatives from the Parish Council (one from each District), 1 representative from the School Board, 2 Youth Student Council (East & West Bank), 1 Minority (NAACP), 2 business (Small business & Industry), and 2 from the Parish Administration (Administration and Planning Commission). The appointments should be made by the respective entity. The Steering Committee will be the sounding board for the development of the Comprehensive Plan. The Steering Committee will meet in consultation with SCP&DC to overview the process and to establish the date and place of the public kick off meeting.

Task 2: This task will be for SCP&DC to develop and present to the Steering Committee a power point presentation to show to the public (Chamber of Commerce, churches, School Board, Council, and Planning Commission, the process and reason for the Comprehensive Plan.

Task 3: This task will be to hold a two kick off meetings where all elected officials of the Parish, media, and citizens will be invited to become aware of the process and reasons for the development of the Master Comprehensive Plan. Notifications will be made to the media (paper & radio) of the meetings.

3 months

#### **Part II: Inventory and Projections**

Task 1: SCP&DC will prepare base maps from windshield surveys and aerials of the existing properties, collect data on traffic flow and patterns; land-use surveys, population projections and trends, economic trends analysis, property conditions and classification of structures, and any other pertinent demographic information. This information will be categorized into a briefing booklet to be disseminated at the Focus Group meetings.

Task 2: This task will include a meeting with the Steering Committee and then Planning Commission to discuss findings of inventory and projections of socioeconomic and physical characteristics within the briefing booklet.

3 months

### **Part III: Conceptual Planning by Focus Groups**

Task 1: SCP&DC will schedule and organize a public SWOT's meeting. Through this discussion it is hoped that attendees will help address six areas of concern facing their community. These six areas are Transportation, Infrastructure (drainage, water, etc.), Land-use (tourism, historic preservation, community design & aesthetics), Public facilities, housing, and Economic Development. Attendees will be asked to associate their talents to the respective areas they are most concerned with. The development will focus on major trends of the Parish's economy and physical development and how each focus area is affected. It is through this process that things like core values, a vision statement, and mission statement will be developed to help direct the overall comprehensive planning process in each of the respective areas. It will also help develop goals, objectives, and probable strategies.

Task 2: SCP&DC will devise from the output of the SWOT analysis a listing of the focus areas that were discussed from the SWOT process. It is expected that there will need to be a minimum of 3 and maximum of 6 focus group meetings in each of the listed focus areas.

4 Months

### **Part IV: Draft Comprehensive Plan**

Task 1: This will entail SCP&DC preparing a document which has incorporated the goals, objectives, and strategies that were derived in the Focus Group meetings, which professionally will be shaped into a Draft Comprehensive Planning Document.

Task 2: This will entail the development of exhibits and summary material for public presentation.

Task 3: This will include a meeting with the Steering Committee to view the document and to receive comments and suggestions for revisions, addition, and or deletions.

3 Months



## **Part V: Public Hearing and Comment**

Task 1: Facilitate two or three public hearings to solicit input from the community at large.

Task 2: Incorporate comments and revise plan where appropriate

2 Months

## **Part VI: Revisions and Final Document**

Task 1 This will entail SCP&DC making needed revisions that are deemed professionally necessary from the input from the public hearings.

Task 2: To facilitate a meeting with the Steering Committee to show revisions and hear further comments. If there are comments, then professional revisions may be made to incorporate those suggested changes.

Task 3: This task will present the Final document to the Planning Commission for their consideration of adoption.

Task 4: This task will present the Final document approved by the Planning Commission to the Parish Council for consideration of adoption.

Task 5: To attend a final Public hearing of the Comprehensive Plan and adoption of the Ordinance accepting the Comprehensive Plan.

3 Months

## **VI Costs:**

The Cost to perform the services as specified herein will be on a fixed fee basis of \$110,000.

Additional duties may be added to the Scope of Services by written agreement of both parties.

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3 months

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4 Months

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3 Months

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