

**INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR  
ADOPTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 24-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND DESIRE LINE, LLC AND PROVIDING FOR OTHER MATTERS  
IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a professional services agreement with Desire Line, LLC. for professional services, including engineering and legal where applicable, to provide updates to the City’s Comprehensive Plan to assist in future development while honoring the rich historical context unique to the City of Mandeville to create a forward-thinking and community-centric plan that addresses the long-term development, revitalization, and growth of the City of Mandeville, while taking into consideration the community’s needs, visions and environmental sustainability

**WHEREAS**, the contract is attached and made a part of this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Desire Line, LLC for professional services, including engineering and legal where applicable, to provide updates to the City’s Comprehensive Plan to assist in future development while honoring the rich historical context unique to the City of Mandeville.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**CITY OF MANDEVILLE AND**

**DESIRE LINE, LLC**

**AN AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Mandeville, herein represented by Mayor Clay Madden (hereinafter referred to as the "City") and Desire Line, LLC represented by Alexandra Carter, President and CEO (hereinafter referred to as the "Contractor").

**WHEREAS**, the City desires to engage Contractor to provide updates to the City's Comprehensive Plan to assist in future development while honoring the rich historical context unique to the City of Mandeville to create a forward-thinking and community-centric plan that addresses the long-term development, revitalization, and growth of the City of Mandeville, while taking into consideration the community's needs, visions and environmental sustainability;

**WHEREAS**, the City shall request the update to the Comprehensive Plan to assess current conditions, identify future challenges and opportunities, and provide clear recommendations and strategies for the City's future growth and development, which shall serve as a roadmap to guide decision-making for land use, transportation, economic development, infrastructure, environmental conservation, and community well-being.

**NOW THEREFORE**, for and in the consideration recited herein and under the conditions set forth, the parties hereto agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The Contractor agrees to provide the services set forth in the Request for Proposals closed on February 05, 2024, which are incorporated herein as if copied *in extenso* and attached as Exhibit A. Contractor agrees to engage and encourage the involvement of community leaders, key stakeholders, business owners, economic development partners and interested citizens. The purpose of the services provided is to update the City of Mandeville's Comprehensive Plan to guide future development while honoring Mandeville's rich historical context. The Plan must address the City of Mandeville's long-term development, revitalization, and growth, while taking into consideration the community's needs, visions, and environmental sustainability.

The Contractor will provide ten (10) bound copies of the final Plan document to the City, including graphics. The Contractor shall also provide one (1) electronic submission of the Plan document, including attachments and other graphics, in an editable format commonly used by the City. The City will also require that the drafts of the Plan be provided for review at the completion of various key phases of the project. The timing and number of copies to be submitted will be mutually agreed upon between the Contractor and City staff as the project moves forward.

## **ARTICLE 2. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City. If the Contractor does desire to subcontract or assign part of the work herein, the Contractor shall furnish the City with the names, qualifications, and experience of the proposed subcontractors. The Contractor shall remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

## **ARTICLE 3. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT**

Neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purposes of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto. The Contractor certified that its employees meet the requirements of independent contractor under Louisiana law.

## **ARTICLE 4. ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE**

The Contractor herein agrees and acknowledges that it is an independent contractor and as such it is expressly agreed and understood between the parties hereto, in entering into this services contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana, and further, anyone employed by the Contractor shall not be considered an employee of the City for the purposes of workers' compensation coverage. The Contractor certifies that its employees meet the requirements of independent contractor under Louisiana law.

## **ARTICLE 5. ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR**

The Contractor agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Contractor an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Contractor shall be deemed an independent contractor and shall in no event be considered an employee, agent or servant of the City.

## **ARTICLE 6. WAIVER OF SICK LEAVE AND ANNUAL BENEFITS**

It is expressly agreed and understood between the parties entering into this contract that the Contractor, acting as an independent agent, nor anyone employed by or on behalf of the Contractor, shall receive any sick and annual leave benefits from the City.

## **ARTICLE 7. TERM OF CONTRACT**

This contract shall commence on the date executed by both parties and shall continue in full force and effect for fourteen (14) months. The City has the option to renew the Contract for two additional one (1) year periods, under the same terms, conditions, and specification contingent upon Budget approval.

## **ARTICLE 8. COMPENSATION**

The City shall compensate Contractor in the following amounts according to the following schedule and/or on a monthly basis. Contractor shall submit a monthly invoice to the City specifying

all work performed during each billing cycle. Contractor shall be paid at the rates established in Contractor's Response to the RFP, which is attached hereto as Exhibit A, with a Not to Exceed ONE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED SIXTY DOLLARS (\$199,660.00). In the event of costs exceeding these amounts, City approval is required prior to commencement of work.

#### **ARTICLE 9. TERMINATION**

Termination of this contract may be made by the City at any time, with or without cause, upon written notice to the Contractor. Termination of the contract shall be immediate, and work shall cease at the time that written notice is served onto Contractor either in person or through Certified Mail. Contractor may terminate the Contract upon thirty (30) days written notice to the City either in person or through Codified Mail. Work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Contractor.

#### **ARTICLE 10. CONTRACTOR'S WARRANTIES**

In order to induce City to enter into this Agreement, Contractor makes the following warranties:

- 10.1** Contractor warrants that it has the right to enter into this Agreement.
- 10.2** Contractor warrants that deliverables will not infringe upon the valid copyright or other rights of each, or others and will protect, indemnify, and hold the City harmless from and against all claims of infringement.
- 10.3** Contractor warrants that it will comply with all Federal, State, and local laws, ordinances, and regulations.
- 10.4** Contractor warrants that all Services performed under this Agreement shall be performed in a workmanlike and professional manner.

#### **ARTICLE 11. CONTRACT DOCUMENTS**

The Contract Documents which compromise the entire agreement between the City and the Contractor are attached to this Agreement and are incorporated into this Agreement as if copied herein in their entirety in extensor. These documents consist of the following:

- 11.1** The Agreement.
- 11.2** Insurance Requirements and Certificates.
- 11.3** The Request for Proposals.
- 11.4** Proposal by Contractor, signed by authorized officer of the firm, attached hereto and incorporated herein as Exhibit A.

#### **ARTICLE 12. INSURANCE**

- 12.1** Contractor shall furnish copies of general liability, workers' compensation, and other insurance policies required by the City at the execution of the Agreement. Insurance shall include the following:

Comprehensive General Liability     \$1,000,000.00 each occurrence

Public/Personal	\$2,000,000.00 General Aggregate
Injury/Property Damage	\$1,000,000.00 each occurrence
Workers' Compensation	\$1,000,000.00 each occurrence
Automobile	\$500,000.00 each occurrence
Excess/Umbrella Liability	\$1,000,000.00 each occurrence
Professional Liability	\$1,000,000.00 each occurrence

12.2 Contractor shall maintain all insurance policies in full force and effect for the duration of the term of this Agreement. City shall be named as an additional INSURED for the duration of the term of this Agreement.

12.3 The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Contractor will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. **Primary Coverage:** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.
3. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Contractor must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. **Waiver of Subrogation:** The Contractor and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### **ARTICLE 13. AMENDMENTS IN WRITING**

This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.

### **ARTICLE 14. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the City against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the City growing out of, resulting from, or by reason of any act or omission of Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include City's fees and costs of litigation, including but not limited to reasonable attorney's fees.

### **ARTICLE 15. PARTIAL INVALIDITY; SEVERABILITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

### **ARTICLE 16. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modifications or amendments shall be operative and valid, it shall be reduced to writing and signed by both parties.

### **ARTICLE 17. CONTROLLING LAW**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

### **ARTICLE 18. REMEDIES FOR DEFAULT**

In the event, the Contractor defaults on this Agreement, breaches the terms of this Agreement, or ceases to do business during the term of this Agreement, this Agreement shall be terminated, and within thirty (30) days of such termination, the City shall no longer be obligated to deliver to the Contractor as provided under this Agreement.

### **ARTICLE 19. JURISDICTION**

The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.

**ARTICLE 20. MISCELLANEOUS**

City and Contractor each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations obtained in the Contract Documents.

**ARTICLE 21. NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage pre-paid, to the other party, addressed as follows:

**To: DESIRE LINE, LLC**  
Attn: Alexandra G. Carter  
President & CEO  
3813 Division St., Unit A  
Metairie, LA 70002

**To: CITY OF MANDEVILLE**  
Honorable Clay Madden  
Mayor, City of Mandeville  
3101 E. Causeway Approach  
Mandeville, Louisiana 70448

**IN WITNESS WHEREOF:**

The terms, conditions, and duration of this Contract may be modified by an executed, written amendment to this Contract.

**WITNESS:** \_\_\_\_\_  
**Print name:** \_\_\_\_\_

**CITY OF MANDEVILLE**

**By:** \_\_\_\_\_  
**MAYOR CLAY MADDEN**

**WITNESS:** \_\_\_\_\_  
**Print name:** \_\_\_\_\_

**DESIRE LINE, LLC**

**By:** \_\_\_\_\_  
**ALEXANDRA G. CARTER**



# MANDEVILLE

A Historic Lakefront Community

## Department of Planning and Development

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CLAY MADDEN  
MAYOR

CARA BARTHOLOMEW, AICP  
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

CITY COUNCIL  
JASON ZUCKERMAN  
RICK DANIELSON  
REBECCA BUSH  
SKELLY KRELLER  
JILL MCGUIRE

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### EXECUTIVE SUMMARY – RES. 24-24

Res. 24-24 is a resolution to enter into a contract with Desire Line in order to begin the Comprehensive Master Plan update. LA RS 33:106 states that the municipal planning commission SHALL make and adopt a master plan for the physical development of the municipality.

The City of Mandeville adopted its first Comprehensive Plan in 1967, the second in 1989. After Hurricane Katrina the City adopted its latest Comprehensive Plan, in 2007. The current administration has initiated and completed the Bike and Pedestrian Plan, Resiliency Plan, Park and Recreational Plan & Safety Study. These plans and studies will be incorporated into the long-range planning process.

The City's existing plan was adopted 17 years ago. Since that time the City's planning area has changed, as have the growth challenges facing the City. While many of the goals in the plan remain valid, both the information and the management elements of the plan need to be updated. Generally, the plan should guide public and private decision-makers in land use, development, public service, and infrastructure matters. After 17 years, the plan is seldom used because it is no longer relevant. It is difficult for City Staff, Planning Commission and Council members to coordinate land use and infrastructure decisions due to the plan being outdated. Furthermore, the plan fails to establish a solid foundation for City/Parish coordination on growth and development issues. To be an effective guide, City needs to ensure that the Plan:

- Defines an overall vision for the future of Mandeville;
- Clearly identifies what the City wishes to preserve or change;
- Establishes and prioritizes goals or desired outcomes (note that priorities will differ between planning areas);
- Sets benchmarks or measurable objectives to measure the City's progress in achieving its goals;
- Establishes policies that guide public and private decision-makers as they make land use and other investment decisions (these should be the City's best defense in land use litigation);
- Sets priorities for action and prescribes a schedule of actions needed to implement the plan.

When updated, the Plan should be used regularly to:

- Establish the basis for decisions on rezoning and other development applications.
- Establish capital improvement priorities.



- Monitor the quality of the City's service provision.
- Monitor the quality of the City's neighborhoods; and
- Focus Council budget discussions on achieving mutually supported goals for the community.

The Planning Commission has prioritized the Comprehensive Land Use Plan update since 2022 in their Short-Term Work Program. The Mayor with the support of the City Council budgeted \$125,000 in the 2023-2024 begin the process. The Request for Proposals was drafted and advertised in the Fall of 2023. Five consulting firms submitted proposals. Desire Line scored the highest of the five. The City has contracted with Desire Line in the past to complete the updates to the Sign Code. Desire Line completed the update timely and within budget.

Desire Lines proposed a timeline would kick off the project at the end of May 2024 and continue into Spring of 2025. The process will heavily rely on public input as this is the vision of Mandeville for the citizens and stakeholders.