

1 Introduced June 22, 2010, by Councilman  
2 Hicks, seconded by Councilman Cusimano  
3 (by request of Administration)

4 **RESOLUTION R10-19**

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6 A resolution authorizing the Mayor of the City of Slidell to execute a contract  
7 with the administrators of The Tulane Educational Fund, for services of the Tulane School  
8 of Architecture, Tulane Regional Urban Design Center, hereinafter referred to as "TRUDC"  
9 and to expend seven thousand five hundred dollars (\$7,500) from account number 10170  
10 62059 for such purpose.

11 WHEREAS, the City of Slidell has received a grant from the State of  
12 Louisiana Division of Historic Preservation to design and produce wayfinding signs; and  
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14 WHEREAS, the City of Slidell deems it to be in the best interests of the City to  
15 promote economic development in Olde Towne by promoting local businesses located in  
16 Olde Towne; and  
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18 WHEREAS, business owners in Olde Towne have requested that signs  
19 promoting Olde Towne businesses be installed at strategic locations.  
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22 NOW THEREFORE BE IT RESOLVED by the Slidell City Council that the  
23 Mayor shall have the authority to sign the required contracts with "TRUDC" and to expend  
24 up to seven thousand five hundred dollars for the design and produce wayfinding signs for  
25 Olde Towne.  
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28 BE IT FURTHER RESOLVED that this resolution shall be in full force and  
29 effect from and after its adoption.  
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2 **RESOLUTION R10-19**  
3 **PAGE 2**


4 The aforesaid resolution, having been submitted to a vote, the vote thereon  
5  
6 was as follows:


7 YEAS: 8

8 NAYS: 0

9 ABSENT: 1

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12 **ADOPTED** this 22nd day of June, 2010.

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16 Lionel Hicks  
17 President of the Council  
18 Councilman, District A

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21 Thomas P. Reeves  
22 Council Administrator

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## CONSULTING AGREEMENT

This Consulting Agreement is made and entered into by and between The City of Slidell, Louisiana and The Administrators Of The Tulane Educational Fund, for the services of the Tulane School of Architecture, Tulane Regional Urban Design Center (collectively referred to herein as "TRUDC").

### SECTION 1. Recitals:

1.1 TRUDC has expertise in conceptual urban design, architectural design guidelines, and design consultation. The City of Slidell, Louisiana desires to retain Tulane through TRUDC to conduct and oversee grant funds to construct wayfinding signage as described in the TRUDC Proposal dated May 5, 2010 and attached hereto as Exhibit A.

1.2 Tulane through TRUDC agrees to provide such services to The City of Slidell, Louisiana in accordance with the terms hereinafter set forth.

### SECTION 2. Consideration:

The mutual promises herein exchanged, the recitals described above, and the payments made to Tulane hereunder are the consideration for this Agreement.

### SECTION 3. Effective Date and Term:

This Agreement is effective as of May 5, 2010 and shall continue in effect until completion of the project described in Exhibit A, unless it is earlier terminated in accordance with Section 6.

### SECTION 4. Services to be Provided:

4.1 Tulane and The City of Slidell, Louisiana agree that Tulane through TRUDC will for The City of Slidell, Louisiana, develop a design in accordance with the TRUDC Proposal dated May 5, 2010 and attached hereto as Exhibit A and incorporated into this Agreement by reference.

4.2 TRUDC and The City of Slidell, Louisiana shall mutually establish the scope of consulting services, time tables, deadlines and personnel requirements.

4.3 TRUDC agrees to perform the services in accordance with generally acceptable professional practices, in the same or similar localities, related to the nature of work accomplished at the time the services are performed. TRUDC's services shall not be subject to any implied or expressed warranties whatsoever.

4.4 Services not expressly set forth in writing in TRUDC's proposal are excluded from the scope of this Agreement and Tulane and TRUDC assume no duty to The City of Slidell, Louisiana to perform such services.

SECTION 5. Compensation:

As compensation for TRUDC's services provided pursuant to this Agreement, the City of Slidell, Louisiana will pay Tulane in accordance with the fee schedule set forth in the TRUDC Proposal, Exhibit A.

SECTION 6. Termination:

SECTION 7. Force Majeure:

Should completion of any portion of the services be delayed beyond the estimated date of its completion and is beyond control of or without fault of Tulane, the parties shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

SECTION 8. Notices:

Any notice, request or other communication to be given by either party hereunder shall be in writing and sent to the other party as follows:

If to Tulane: Tulane University, School of Architecture  
Tulane Regional Urban Design Center  
Attn: Grover E. Mouton, III  
6823 St. Charles Ave.  
New Orleans, LA 70118

If to The City of Slidell, Louisiana: with a copy to the Director, Planning Dept.  
Mayor's Office  
PO Box 828  
Slidell, LA 70459

SECTION 9. Independent Contractor:

In the performance of duties and obligations under this Agreement, Tulane, TRUDC and all of their employees will at all times act and be performing as independent contractors and not as employees or agents of The City of Slidell, Louisiana. The City of Slidell, Louisiana shall neither have nor exercise any control or direction over the methods that Tulane or its employees use to perform its work. Nothing in this Agreement creates or shall be deemed to create a partnership or joint venture between Tulane and The City of Slidell, Louisiana.

SECTION 10. Entire Agreement:

The Agreement represents the entire understanding and agreement between the parties relating to the services and supersedes any and all prior agreements whether written or oral. No representations, warranties or agreements exist other than those expressly set forth herein.

SECTION 11. Amendment:

This Agreement may be amended only by written instrument signed by each party hereto.

SECTION 12. Governing Law:

This Agreement shall be governed by laws of the state of Louisiana without giving effect to its choice of law principles.

SECTION 13. Limitation of Liability of Tulane:

The City of Slidell, Louisiana agrees that the total liability of Tulane and TRUDC for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to the services provided pursuant to this Agreement including but not limited to negligence, errors or omissions, strict liability or breach of contract shall not exceed the total fees received by Tulane with respect to services provided pursuant to this Agreement. Tulane and TRUDC shall not be liable to The City of Slidell, Louisiana for any special, indirect, or consequential damages whatsoever.

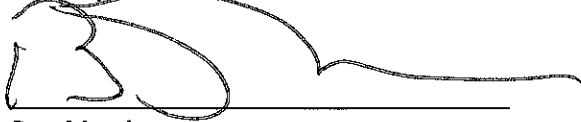
SECTION 14. Disclaimer of Warranties and Guarantees:

The City of Slidell, Louisiana acknowledges that the consulting services provided by TRUDC are provided without warranty, express or implied, including any warranty of merchantability or fitness for particular purpose.

SECTION 15. Special Clauses:

TRUDC agrees to comply with all special clauses as set forth in "Exhibit B."

The City of Slidell, Louisiana



Ben Morris  
Mayor

5-28-10  
Date

Tulane Regional Urban Design Center

James E. Mouton III  
Grover E. Mouton, III  
Director

5/25/10  
Date

## EXHIBIT A: TRUDC PROPOSAL

The following proposal outlines the duties and services to be performed by TRUDC as an independent contractor for The City of Slidell, Louisiana.

### PROPOSAL

TRUDC and Director Grover E. Mouton, III will administer the "Certified Local Government Historic Preservation Planning" Grant secured by the City of Slidell with the Center's aid. The grant will be administered as outlined in the grant proposal summarized here:

A) *Describe the purpose and the primary activities or components of the project*

The primary focus of this project is to implement interpretive and wayfinding signage in order to direct both locals and visitors towards the Olde Towne Preservation District.

Slidell is lucky to enjoy three major Interstates in close proximity to the city, allowing healthy development to occur on a number of commercial corridors and along the interstates themselves. However, Slidell is not unique in having experienced lessened vehicle traffic, foot traffic, and therefore business development in our historic Olde Towne as a result of this periphery growth.

As such, the City will reinvigorate the district by reintroducing it to visitors and even long-time residents who do not know what the neighborhood has to offer.

Slidell will encourage entrance into the area through a series of coordinated signs, recognizable for their quality design, community branding (Olde Towne logo), and their relation to each other. In this manner, vehicle occupants will become familiar with the best and most convenient entry-points to Olde Towne, and what they can expect within the district. The City can thus promote its historic downtown while other projects to revive the area continue to progress, including the renovation and new construction of City Hall and other civic functions in Olde Towne.

B) *Describe the products expected from this project*

This project will produce research, design, and siting for wayfinding signage that will serve to promote Olde Towne Slidell. Signage will be produced on three levels, including introductory signs for vehicles exiting an interstate, directional signs that will be paired with the "highway" signage to guide vehicles into central Olde Towne, and marker signs that will serve as sign-posts at the site of City Hall and other important landmarks, as well as interpretive signs marking historic sites for pedestrian traffic.

C) *Methodology: Explain how the project will be carried out, how it will be supervised, and who will conduct each aspect of the project activities. Each line item in your budget should be included as part of your methodology. Explain how the budget was determined.*

There currently exist several wayfinding signs and sign-posts within Olde Towne. These are well-designed, contextual, and serve pedestrians and vehicles well within the historic area. However, many visitors have recounted missing the signs, having entirely missed the civic, commercial, and entertainment districts within Olde Towne. It is critical, particularly with an additional Interstate exit that brings drivers into the heart of Slidell, that both visitors and locals understand how to access City Hall, the Post Office, Slidell's City Museum, Griffith Park, the historic shopping district, and the rest of the art galleries, restaurants, bars, and other establishments that bring Olde Towne to life.

Slidell intends to engage the Tulane Regional Urban Design Center (TRUDC), a frequent collaborator and consultant to the City, to design the wayfinding signage. Our budget outlines labor contributions by Director Grover Mouton, his associates and staff. The TRUDC has already promoted the revitalization of Olde Towne by writing and implementing Design Guidelines for the District, in addition to sitting on our Design Review Committee that oversees new construction, signage, and major renovations in the area.

The TRUDC also has experience in creating wayfinding signage, and the budget was, in part, abstracted from the Center's creation of wayfinding signage for the City of Mandeville, LA.

TRUDC will aid The City of Slidell in creation and selection of signage design, selection and negotiation of sign placement, and oversight of sign production and installation. To accomplish this, Tulane will hold one preliminary, public meeting with the Olde Towne Merchants Association to obtain input regarding the design and content of wayfinding signs, and one follow-up meeting to present and obtain input regarding the proposed design and content of the signs.

#### FEE SCHEDULE

TRUDC requests payment of \$7,500, inclusive of travel, consultation, design fees, research, and other expenses. Payment shall be remitted in two installments made payable to the Tulane Regional Urban Design Center, at the beginning and end of the work period, generally agreed to be May 10 – July 31, 2010. The TRUDC will provide invoices to the City of Slidell c/o the Planning Department at the attention of Marina Stevens.

Exhibit B  
Special Clauses for  
Projects Receiving Federal Funds

Contractor agrees to comply with the following Federally Funded project requirements:

FEDERAL COMPLIANCE REGULATIONS

Federal regulations apply to all City of Slidell contracts using Federal funds as a source for the solicitation of goods and services. Contractor must comply with the following Federal requirement as applicable:

ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the Grantee, Subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

COPYRIGHTS

The Grantee and Subgrantee is free to copyright original work developed in the course of or under the agreement. The Grantor reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Grantor financial support, by grant number, and a statement that the publication does not constitute an endorsement by Grantor or reflect Grantor's views.



#### DAVIS-BACON ACT

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

#### ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

#### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees).

#### PATENTS

Grantee and Subgrantee assures that if any grant or subgrant produces patents, patent rights. Processes or inventions, a report shall be made to the appropriate agency from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

#### REMEDIES

Louisiana law provides for legal remedies and appropriate sanctions and penalties in instances where the Contractor is in violation of or breaches the contract terms.

#### REPORTS

The Contractor shall submit, at such times and in such form as may be prescribed, such reports as Grantor may require, including monthly or quarterly progress reports, quarterly program income reports, and final fiscal reports and annual performance reports.

#### RETENTION OF ALL RECORDS

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

#### TERMINATION FOR CAUSE

This Contract may be terminated for cause based upon failure of Contractor to comply with the terms and/or conditions of the Contract provided that the City shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Contractor in default and the Contract shall terminate on the date specified in the notice. Contractor may exercise any rights available to in under Louisiana law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to remedy the failure.

TERMINATION FOR CONVENIENCE

This Contract may be terminated at any time for the convenience of the City. If this clause is executed, the City shall pay Contractor for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract.

TULANE REGIONAL URBAN DESIGN CENTER, DIRECTOR GROVER MOUTON  
Contractor

Signature

*G. Mouton*

DIRECTOR

Title