



OCTOBER 28 - NOVEMBER 3, 2021

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Live United

Community that Cares

The United Way of St. Charles supports 35 agencies in and around St. Charles Parish that strive to make our community a better place. Read about each of them, starting on **Page 4A**.



DHS preps for rivalry showdown



TURN to 1B

Florida teen collects school supplies



TURN to 7B

Family thanks community for supporting baby born with several medical issues

Monique Roth Editor
moniquer@heraldguide.com

On March 29, Phillip Miller and Alexis Guidry welcomed their first daughter into the world.

“We adopted our son Easton a few years ago from a not-so-good situation,” Miller said. “After we got engaged we found out we were pregnant with our first baby. We found out that our daughter would have many medical issues just a few weeks before she was born. We knew at 17 weeks about her cleft lip, but then we learned she had a heart defect and they thought she was missing a kidney.”

Olivia underwent her first surgery at only 7 weeks old.



Phillip Miller and Alexis Guidry with their son, Easton, and daughter, Olivia.

“That was for her trach and feeding tube,” Guidry said, adding that Olivia’s medical case has never been seen

OLIVIA on 12A

Luling man’s efforts to feed linemen just one example of parish’s resilience

Ryan Arena Editor
ryana@heraldguide.com

Ida cost many St. Charles Parish residents their homes. If not that, they went without power, internet, water and readily available food for an extended time, and in many cases their belongings were destroyed. Insurance battles are ongoing.

Ida cost local residents plenty – but, as many have told it since that late August day, it hasn’t cost them their sense of a tight knit, caring community.

Americo Sheppard is one who says that means something special to him. The Luling man was one of so many



Americo Sheppard prepared meals for linemen following Hurricane Ida.

RESILIENCE on 12A

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United Way of St. Charles distributed almost 400,000 pounds of food, supplies after Ida

Monique Roth Editor
moniquer@heraldguide.com

From organizing various distribution locations around the parish to coordinating the efforts of volunteers, the United Way of St. Charles was full steam ahead in serving the local community just days after Hurricane Ida – even after suffering its own losses.

“Our office was totally wiped out,” Executive Director for United Way of St. Charles John Dias said. “Our agency has five employees and three of us suffered tremendous loss of our own homes. They’ve been here working to help their neighbors even though they themselves lost everything.”

Dias said he’s proud of the work UWSC did immediately after the storm and beyond.

“Despite the fact that 60 percent of our staff lost everything, we were in the food and water distribution business right after the storm ... I think that that’s a tribute to the structure of the United Way and it’s a compliment to those donors over the years to make sure their community had a strong United Way,” Dias said. “I absolutely feel like we delivered in those crucial days and weeks after the storm. We distributed almost 400,000 pounds of food and supplies in the wake of Ida.”

Dias said UWSC shifted last week out of the immediate crisis response



business and will now help to facilitate long-term recovery groups and efforts. The storm recovery work was in addition to the agency’s primary mission – UWSC

provides funding for nearly three dozen partner agencies and more than 100 programs throughout the year, with the non-profit giving over \$3.8 million in annual funding to those agencies and programs.

Dias said because of strong campaigns in previous years, funding is still available for programs even though the COVID pandemic and Hurricane Ida have complicated fundraising efforts – including face-to-face fundraising rallies, Battle for the Paddle and the annual Bridge Run.

“My biggest worry today is that we - because of the storm and because of COVID - haven’t been able to have those face-to-face meetings with employees and keep those face-to-face relationships,” Dias said.

The top 10 companies who raised the most funds in 2020 for UWSC were Valero Energy Foundation, Shell Norco Manufacturing Complex, Dow, Bayer, Entergy-Waterford 3, St. Charles Parish Public Schools, Zachry Group, St. Charles Parish government, Cornerstone Chemical Company and Rain Cii Carbon-Norco.

Other companies who participated in the 2020 giving campaign are A Safe Space of St. Charles Domestic Violence Program, Access Health Louisiana, AM/PM Staffing Services, Arc of St. Charles, AT&T, Atmos, Beaed of Louisiana, CADA, Catholic Charities, St. Charles Council on Aging, Creative Family Solutions, FedEx, First National Bank USA, Hancock Bank, J.B. Levert Land Company, Metro Centers for Community Advocacy, Mt. Zion Baptist



Church, Southeast Legal Services, St. Charles Parish 4-H Clubs, St. Charles Parish Hospital, St. Charles Parish Sheriff’s Office, Turner Industries, UPS, Valero St. Charles Refinery and Youth Empowerment Program.

Dias said results of the 2021 giving campaign are not yet known, but that he is optimistic the community will continue to support UWSC’s efforts.

For more information on UWSC or to donate, visit www.uwaysc.org.

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St. Charles 4-H Clubs

4-H stands for head, heart, hands and health.

Aims to provide opportunities for all youths age K-12 to learn life skills in a fun environment through hands-on activities with friends and fostering a sense of belonging, mastery, independence and generosity.

Older 4-H members serve as role models for younger members through a mentoring relationship.

4-H's Youth Development Program aims to mold young people into the leaders of tomorrow.

Conducts themed community clubs in school settings including CHEF (how to cook and incorporate



Kali Zammit

healthy meals and fitness into day-to-day routine); Clover-bud (hands-on activities about nature, animals, art and the environment); Jr. Leader (members plan service projects, trips, events, etc.); Fashion (learning about sewing and fashion through workshops and service) and Shooting Sports (firearm safety, marksmanship and citizenship skills through practices, training and competition).

This year is celebrating 100 years of camping at Camp Grant Walker, which was hit last year by two hurricanes, flooding the facility. 4-H plans to take the celebration to the site – after rebuilding it, so the camp can continue to serve for years to come.

CONTACT:

Mailing address: P.O. Box 557, Norco, LA 70079

Physical address: 453 Spruce Street, Norco, LA 70079

Phone: (985) 785-4473

A Safe Space of St. Charles

Established in 2009 as Alpha Daughters of Zion.

Name changed to A Safe Space of St. Charles in 2019.

Provides emergency shelter, food, clothing and childcare assistance for female victims of domestic violence and their minor children.

Offers a range of services for all victims and survivors of domestic abuse such as free domestic violence counseling, monthly survivors' meetings, and job/education assistance.

Staff includes a mental health professional, social worker, and childcare specialists.

The mission of A Safe Space of St. Charles is to provide a network of services for victims of domestic/intimate partner violence to live free from violence.



Grant writer/fundraiser Courtnei Becnel Waguespack (right) and Mental Health Social Worker Jacqui Warrington (left).

CONTACT:

Shirley Sims, Executive Director

Phone: (985) 308-0819

Email: alpha5747@yahoo.com

Website: www.asafespace.org



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- Podiatry
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- Women's Services

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Valero’s Partnership With United Way

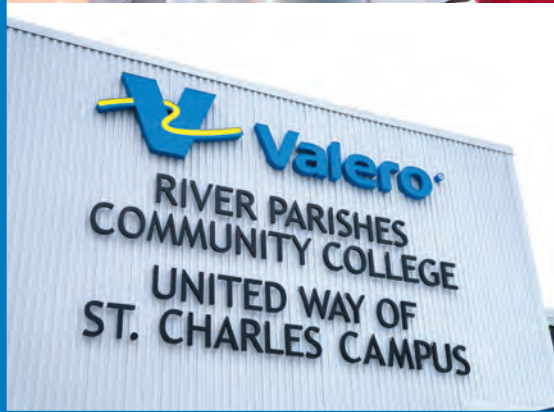
For the past four decades, Valero has been a strong supporter of the United Way, “uniting” its employees with the needs of the community. Today, Valero and its employees now support around 55 United Way affiliates located in 23 different states and the District of Columbia.

We are proud to be among the largest corporate contributors to United Way chapters throughout our communities.

Locally, St. Charles residents no longer have to travel up to 20 miles away to receive technical or vocational training for Associate Degrees in Process Technology or Instrumentation. In an effort to help reduce poverty through education and improve the quality of life in the St. Charles community, Valero committed \$1 million to the United Way for a new state-of-the-art community campus, providing students local access to learn and gain skills needed for employment.

Valero, along with the United Way St. Charles and River Parishes Community College (RPCC), held an official ribbon-cutting event to welcome local students. The campus features eight classrooms, two computer labs, student and faculty lounges and a meeting room.

Valero St. Charles has held record-breaking campaigns since its acquisition of the refinery in July of 2003. During the last campaign, Valero was the top donor, raising a total of \$1.24 million dollars. These funds made up 33% of United Way’s entire campaign.



The Cancer Association of Louisiana

Formerly known as the Cancer Association of Greater New Orleans (CAGNO), the Cancer Association of Louisiana's program fills the gap in services provided through local hospitals, hospices and other healthcare agencies. Without the Cancer Association, the gaps would need to be met by family or friends or are not met at all.

The association has been the local leader in the fight against cancer. It is a partner agency for the United Way of St. Charles. Its mission is to fight cancer through research, education, and service to patients and their families.

Since 1959, the association has served local cancer patients who are unable to find assistance from other sources.

The association's services also include bed pads, wigs, prostheses, colostomy supplies and subsidy of sickroom equipment.



Joni Alvarez, a recipient of assistance (left).

The organization was founded on Feb. 23, 1958.

CONTACT:
Address: 824 Elmwood Park Blvd., Suite 154, New Orleans, LA 70123
Phone: (504) 733-5539 or 1-800-624-2039
Fax: (504) 733-0252
Website: www.cagno.org

CADA Prevention & Recovery Center

The Council on Alcohol and Drug Abuse (CADA) was founded in 1960 in order to bring awareness to and reduce the social stigma of the disease of alcoholism. Since then, CADA has broadened its mission to provide prevention, assessment, early intervention and treatment services. CADA has become a prominent community leader in the criminal justice system, in children's services collaboratives and in public health.

CADA empowers community members to build a safe and healthy future through prevention, treatment and recovery support services that foster resilience and well-being.

CADA is proud to partner with United Way of St. Charles to provide evidence-based substance abuse prevention education to students in grades K-12 in St. Charles Parish.

Visit our www.cadagno.org to learn more about CADA's distance-learning education and telehealth services.



Curticia Lawson, Prevention Program Manager

CONTACT:
Phone: (504) 821-2232
Website: www.cadagno.org



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- Screening should continue as long as a woman is in good health and expects to live another 10 years or more

If you have questions, contact the Cancer Center at 985.493.4008.



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This time of year makes this important move into an Assisted Living or Memory Care community happen through a gentler transition approach. As the residents are more engaged with the sights and sounds of the holidays approaching, and celebrate with new friends, it creates a sense of independence and joy.

Our entire staff is trained in the care of those with needs supporting their daily routines while also offering specialized care and programming for those with Alzheimer's and other forms of dementia. No two residents are alike, and our mission is to create an individual experience for every one of them!

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Child Advocacy Services

Child Advocacy Services provides support to St. Charles Parish community members through two programs: the Childrens Advocacy Center (CAC) and Court Appointed Special Advocates (CASA).

The CASA program recruits and trains community members to serve as Court Appointed Special Advocates. CASAs are volunteers who provide a powerful voice for children navigating the foster care system.

St. Charles CASA Supervisor Jodi Luna works alongside 14 CASA volunteers serving 24 children making sure their voices are heard in the judicial setting.

The Children's Advocacy Center's Clinical Services Coordinator Marcy Willett, LPC provides counseling services, including Trauma-Focused therapy, to children and families. In addition to counseling services, the CAC's Prevention Services Coor-

Merita Johnson, Family Services Coordinator, provides day-to-day support to CASA and CAC program services.

CONTACT:

Address: 131 Lakewood Dr, Suite 1,
Luling, LA 70070

Phone: (985) 785-5226 or (800) 798-1575



Creative Family Solutions

Creative Family Solutions is a non-profit organization that provides services to youth, families and individuals in need of counseling, educational and other growth-related services.

Creative Family Solutions was founded in 1999. A need was identified and CFS formulated a collaboration with judges, sheriff, district attorney and public schools to begin offering programs and services to the community.

CFS addresses the need for counseling and educational services for youth and families in St. Charles Parish. Creative Family Solutions provides quality and confidential mental health counseling services in a safe and professional environment to anyone in the St. Charles Parish community with the need for services.

The mission is to empower individuals to make good choices, reclaim self-esteem, trust others and achieve goals in the home as well as in the educational and judicial systems.

Creative Family Solutions currently provides in-person sessions, as well as telehealth sessions.

CONTACT:

Address: 13101 River Rd, Luling, LA

Phone: (985) 331-1999

Website: www.cfshope.org



Abigail Calico, PLPC

St. Charles Parish Community Services

Community Services serves as the safety net for individuals and struggling families within St. Charles Parish. In collaboration with community partners, programs are provided to respond to the needs of residents in crisis and youth at risk.

Programs are developed and implemented to provide supportive services to improve quality of life, build self-sufficiency, and break the cycle of poverty.

Through the support of United Way and the Repair on Wheels Program, Community Services builds ramps for elderly and disabled homeowners. Within the last calendar year, 15 ramps were built for St. Charles Parish homeowners. United Way funds and the Volunteers of America build the ramps. Homeowners apply through Community Services to be

qualified for this program.

Through the support of United Way and the Summer Food Service Program, Community Services provides lunch for children 18 and under and disabled adults who attend an accredited school in St. Charles Parish at designated sites throughout the parish for six weeks during the summer. Within the last calendar year, 2,622 meals were served to an average of 114 children in St. Charles Parish.

CONTACT:

Address: 14564 River Road New Sarpy, LA 70078

Phone: 985-764-7944

Website: <https://www.stcharlesparish.gov/residents/community-services>



Ferdneit Bailey, Special Programs Supervisor
Courtney Saucier, Housing Rehab Specialist

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Epilepsy Alliance Louisiana

Epilepsy Alliance Louisiana (EAL) supports the nearly 55,000 people in Louisiana living with epilepsy by confronting the spectrum of challenges created by seizures.

Through the support of donors and volunteers, 3,500 people’s lives have been improved through monthly support groups for children and adults living with epilepsy and their caregivers; case management providing extensive information and referrals - averaging 30 calls a month; trained more than 4,000 people last year with seizure first-aid and recognition training; and advocacy at the local level.

Met the challenge of COVID-19 by serving constituents with virtual seizure first aid training and education and support groups, and case management by phone. In addition, EAL continued interactive communications through their digital media channels.

CONTACT:
Phone: (800) 960-0587
Email: info@epilepsylouisiana.org
Website: www.epilepsylouisiana.org

Pictured: Amanda Mitchell, Executive Director
Photographer credit: Cameron Mitchell



German Coast Farmers’ Market

Its mission is to serve as a community gathering place, tourist destination and market for fresh vegetables, fruits, flowers and other value-added items in St. Charles Parish.

Open every Saturday 8 a.m. to noon at the St. Charles Parish East Regional Library, 160 W. Campus Drive in Destrehan. Wednesday’s 1 to 6 p.m. market at the West Bank Bridge Park in Luling is closed temporarily due to Hurricane Ida damage.

The GCFM was founded in May of 2003 as a non-profit organization operated by a volunteer board of directors. It was established to encourage farmers and small vendors to reach the public directly with the freshest of homegrown and produced products

CONTACT:
Address: 13786 River Road,
Destrehan, LA 70047
Phone: (504) 782-8517
Website: www.germancoastfarmersmarket.org



Jannett Cancelli, owner of Bee’s are my Business, is also on the Board of Directors for the German Coast Farmers Market.

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Pictured from left to right: Trisha Folse, WHNP; Nicole Prosperie, MD; John Bloss, MD; Brandi Duet, MD; Christopher Rodrigue, MD; Amy Ashton, MD; John Milek, MD; Anne Rodrigue, DO and Catherine Diebold, MD.

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Collaboration builds community



Hurricane Ida heavily impacted St. Charles Parish, and recovery from the storm is a challenge we must face together.

We believe in working alongside our local partners like the United Way of St. Charles to address the issues our friends and neighbors are facing. Dow has committed \$2 million to support relief and recovery efforts for our community and employees.

We are stronger together.



Seek Together™

OLIVIA from 1A



before by doctors. “She has a vent, feeding tube and a trach.”

Olivia’s list of medical complexities includes but is not limited to having a congenitally corrected transposition of great arteries, bilateral cleft palate with cleft lip, ventricular septal defect, horseshoe kidney, Pierre Robin sequence, obstructive apnea, multiple congenital anomalies, a single ventricle, an abnormal brain MRI, asplenia, tricuspid valve atresia, total anomalous pulmonary venous connection, CHARGE syndrome, chronic otitis media and sensorineural hearing loss of both ears.

Miller, Guidry and Easton moved to St. Charles Parish from Jennings last year after Olivia was born so that they could be closer to the hospital she was in.

Olivia, who is now 6 months old, spent 101 days in the NICU before she was able to live at home.

“We decided to move to the area while she was still in the NICU,” Miller said. “We moved to Luling.”

The family said the move was the very best choice for their family.

“I’m thankful for my new friends I have now at our new house,” Easton said.

Unfortunately, just like many local families, Hurricane Ida has displaced the family.

“There was a lot of water damage that caused mold and wind damage,” Miller said. “We can’t live there now, but we will definitely move back once our home is repaired.”

The family is currently bouncing between their families’ homes in Jennings, but said the outpouring of support from people – many of them strangers – in St.



Charles Parish has been overwhelming.

“The outpouring of support and love from the community has been one of the things getting us through,” Guidry said. “We have befriended complete strangers who have reached out to offer a helping hand. Coming from a small community where we lived before moving, we feel right at home.”

Guidry graduated from college in December with a degree in elementary education, but has been unable to work because of Olivia’s need for care. The storm has also temporarily impaired Miller’s ability to work. A GoFundMe account – titled “Olivia’s medical care. Rare medical diagnosis” has been set up by the family.

“The love, support and prayers that we have received from this community has been tremendous,” Miller said. “We are truly grateful for the friends we have made and to call St. Charles Parish home now.”

RESILIENCE from 1A

who endured a prolonged post-Ida power outage, and he’s thankful to have that electricity back, thanks to the hard work of linemen who poured into the community to try and set things right as quickly as possible.

Seeing them in action inspired him to take some action of his own. And so Sheppard, day after day, cooked meals for the workers (as well as his neighbors), as a way of saying “thank you.”

“You know, these people are down here working to get our lives back to normal, so I wanted to do what I could to keep their lives as normal as could be,” said Sheppard, an alum of Hahnville High. “Right after the storm, a good meal could be hard to come by.”

Some days pastalaya was on the menu. Others, burgers, crawfish boudin, shrimp gumbo ... for out of town workers, they were served the true local, Louisiana experience, even if so much surrounding that true experience was in upheaval. In the end, Sheppard was able to feed hundreds of people.

“I worked offshore at one point, so I know how it is to be away from your home for a while ... it’s not the same circumstances, of course,” Sheppard said. “These guys were here helping us.

“So, anything I could do to make someone’s day ... it wasn’t anything crazy, it just served its purpose. I’m not the only one, by any means. So many people jumped in to help, whether it was cooking for the linemen or so much other stuff that doesn’t get the attention.”

Sheppard was one of many who made it his objective to make life just a bit better for the people around him during local hurricane recovery efforts. Numerous names were highlighted on social media recently from grateful residents recognizing those efforts. Among them were others who cooked meals for their community, like Catina Raymond, Ursula Ingram, Joel Hymel, Jeffrey Dufrene, Brandon Langley and Melanie and Sean Fontenot.

Ralph Richoux tarped roofs, cut trees and shared his supply of gas for generators. And sometimes, even just a few positive words could brighten a day, as St. Charles Parish Deputy Christopher Baird was noted for his daily Facebook messages of encouragement to brighten the days of his friends and neighbors. And these were just a few examples of many, many more.

One afternoon, a lineman to whom Sheppard brought a meal offered some words that made his work feel more than worthwhile – and speaks as further testimony to the community’s heart and resilience. Sheppard asked how he was doing and alluded to some of the impatience the lineman may have encountered from people anxious to return to normal.

“He said, ‘yeah, you run into those kinds of people here and there, but I’ll say this – this is the best I’ve been treated in all the places I’ve been,’” said Sheppard. “And that kind of stood out to me ... kind of a reminder of the type of people we’ve got around here and what makes it a great community.”

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8.61 Acres located in a great spot with high traffic area on Highway 90 in Paradis, Louisiana. Non flood zone, located a block from Bents RV. Bring your ideas the skys the limit. Parcel of land designated as the east tract in section 37, Paradis. **\$820,950**

ON THE WATER



118 KERRY'S POINTE W
DES ALLEMANDS

IDA just made you a deal on this well built home built w/quality materials. Fab water view - Private Boat launch in this secluded community. Metal stud framing withstood IDA. Owners have ordered new doors overlooking Pool & Bayou. A few addl cosmetics to be done. No flooding took place. 2 Chef kit w/ quartz & stainless counters. Wolf, Subzero & Miele appls. Gather your fishing/hunting buddies make it YOUR Luxury "Camp". Possible 1st floor uses: Guest home/Gym/Media Room/Home Business. Photos are Pre-Ida. **\$719,000**

RESIDENTIAL



210 RIVER OAKS
LULING

Come on home! Updated kitchen with lots of great granite counter space and freshly painted throughout. Metal frame construction. Fireplace in Den. Large indoor laundry. Room to park RV and nice backyard with shed. **\$248,000**

RESIDENTIAL



330 ST NICHOLAS ST
LULING

S-P-R-E-A-D out!!! Lots of Room! 3 bedrooms with wood floors in main house - 3 additional bedrooms in upstairs auxiliary unit. Large open living space - 2 dens!! Relaxing back yard and patio area. Double carport and oversized double garage. Rare find with this type of living options! **\$444,000**

VACANT LAND



888 SHAMROCK DR
DES ALLEMANDS

Primed for development - Present Raw land abutting to developed areas where Utilities are available. Very small area with Wetlands. Purchaser is to satisfy themselves with SCP P&Z as to suitability of property. Lot 887 also available with 15 3/4 acres. Zoned R1B & R1AM. **\$600,000**

Matthew 25:35 Food Pantry

Matthew 25:35 Ministries is a 501©(3) organization that has a mission to help alleviate hunger in St. Charles Parish as well as giving the clients the resources and skills to help their families live a healthy life.

It is a Second Harvest Food Pantry that operates out of the facilities of St. Charles United Methodist Church. They distribute food each Wednesday from 9 a.m. to 11a.m. at 1905 Ormond Blvd. in Destrehan.

In addition to regular food distributions, they host holiday distributions and events, workshops covering topics like healthy cooking, finances, shopping and others. They also host events for the children and families of the clients.

In 2021 the organization served over 9,000 families. It had over 9,000 volunteer hours and has served

over 500,000 pounds of food. The organization did one mass distribution after Hurricane Ida with food, hot meals and hurricane supplies.

Matthew 25:35 Ministries is an all-volunteer ministry and welcomes volunteers of all ages and accepts food donations year-round.



President/Executive Director
Mary Anne Schindler

CONTACT:
Phone: (504) 512-3575
Email: Matthew2535.contact@gmail.com
Website: www.stcharlesumc.com/missions/food-pantry

Second Harvest Food Bank of GNO & Acadiana

Second Harvest Food Bank provides food to more than 700 community partners across 23 parishes. Its mission is to lead the fight against hunger in South Louisiana through food distribution, advocacy, education and disaster response.

In St. Charles Parish, Second Harvest partners with Matthew 25:35 Food Pantry, St. Charles Department of Community Services, St. John the Baptist Cath-

olic Church, and Greater Good Hope Baptist Church to provide more than 1 million pounds of food to St. Charles Parish residents in need.

Second Harvest also partners with the United Way of St. Charles and every elementary school in the parish to provide weekly backpacks full of food for children in need to consume over the weekend.



CONTACT:
Address: 700 Edwards Ave,
New Orleans, LA 70123
Phone: (504) 734-1322
Website: www.no-hunger.org

Another Reason to Choose THIBODAUX REGIONAL for Your Healthcare Needs



Eric Swenson, MD
Podiatrist/Foot and Ankle Surgeon

Thibodaux Regional welcomes Dr. Eric Swenson, Podiatrist/Foot & Ankle Surgeon. Dr. Swenson received his Doctorate of Podiatric Medicine degree from Barry University School of Podiatric Medicine in Miami Shores, FL. He completed his Residency in Foot and Ankle Surgery at Mount Auburn Hospital, a Harvard Medical School Teaching Hospital, in Cambridge, MA.

Dr. Swenson specializes in all foot and ankle conditions, from sports injuries and general foot pain to complex reconstructive and limb salvage surgery. He is a member of the American Podiatric Medical Association, the American Academy of Podiatric Sports Medicine and the American College of Foot and Ankle Surgery.

Prior to Medical School, Dr. Swenson served in the United States Marine Corps including a tour in Iraq. He and his wife look forward to settling down in Thibodaux because of the close community and southern hospitality. He says he was drawn to Thibodaux Regional after seeing the impressive facilities with state-of-the-art technology, as well as the need for foot and ankle care in the surrounding areas. He is excited to become invested in the community and eager to help patients with foot or ankle conditions get back on their feet.

Office Location:
Thibodaux Regional Podiatry Clinic
726 North Acadia Road
Suite 1700
Thibodaux, LA
985.493.4990



THIBODAUX REGIONAL
HEALTH SYSTEM

thibodaux.com



Special Olympics Louisiana

Largest health care provider for people with intellectual disabilities.

The organization’s mission is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other Special Olympics athletes and the community.

Offers 14-plus Olympic-style individual and team sports that provide

meaningful training and competition opportunities for athletes ranging in age from 2 to 99.

Part of a global movement that unleashes the human spirit every day around the world through the transformative power and joy of sport.

Special Olympics was founded in 1968.

CONTACT
Address: 46 Louis Prima Dr., Suite A, Covington, LA 70433
Phone: 1-800-345-6644
Website: www.laso.org

VIA Link 211

VIA LINK provides a lifeline in crisis 24 hours a day, seven days a week in the form of a telephone counseling service while also providing a community resources directory. All VIA link services are free of charge and can be reached by dialing 2-1-1 or by texting 898211.

Counselors assist in suicide prevention, providing information and referral for multiple needs.

Provides information, referrals, training and crisis intervention to people, organizations and communities so they can help themselves and others.

Provides Crisis Teen Text line for

youths ages 13-22 experiencing emotional distress. Also provides online chat for crisis counseling that does not leave a footprint, disappearing once closed out; important for those seeking means to reach out without revealing their identity.

Maintains a database of over 4,000 organizations that provide help with food, health care, housing and utilities payment assistance, employment services, veteran services, childcare, crisis and emergency counseling, disaster assistance, and more.

CONTACT
Phone: (504) 895-5550 or 211
Website: www.vialink.org



St. Charles Parish TRIAD

The core of St. Charles Parish Sheriff’s Office’s TRIAD is an advisory S.A.L.T. Council (Seniors and Lawmen Working Together). This governing body of TRIAD is composed of law enforcement along with senior service providers. The S.A.L.T. Council examines and recommends programs, increases communication and recruits volunteers to help with objectives.

TRIAD’s focus is to reduce the fear of crime by identifying misconceptions, educating seniors on criminal activities and creating programs to reduce crime against seniors.

Some objectives include: surveying seniors to determine their crime related concern; preparing a list of available programs and services for seniors; operating an ongoing channel to exchange information between seniors and law enforcement; aiding victims and assisting in the access of services and counseling; developing ways to help detect and stop abuse of seniors and instructing on the nature of frauds and scams; and assisting with strategies to increase crime reporting.

CONTACT
Phone: Jessica Cortez at (985) 783-1355
Website: www.stcharlessheriff.org/158/TRIAD-SALT-Council



TRIAD Coordinator Jessica Cortez with TRIAD board members.





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Retired & Senior Volunteer Program

RSVP (Retired and Senior Volunteer Program) is a network of national service programs that provides older Americans the opportunity to apply their life experience to meeting community needs.

RSVP volunteers serve in a diverse range of nonprofit organizations, public agencies and faith-based groups.

The purpose of RSVP is to enable older Americans aged 55 and over to contribute to their communities through volunteer service, to enhance the lives of the volunteers and those whom they serve, and to provide communities valuable services.

RSVP responds to community needs in St. Charles, St. James, and St. John the Baptist parishes. Retired and senior volunteers are recruited and assigned locally to serve on a regular basis throughout their communities – in local schools, libraries, adult day care centers, senior centers, hospitals, nursing homes, museums, government agencies, literacy, substance abuse prevention, mass care, disaster relief and many other



community service organizations.

Retired and senior volunteers serve without compensation but receive benefits of travel reimbursement, meals, accident and liability insurance while on assignment and annual recognition events.

Through RSVP projects, our communities can provide valuable services, while older volunteers feel useful and needed. The challenges and activities of volunteering promote longer, happier and more meaningful lives for persons age 55 and older and offer volunteers the opportunity to remain active in our society.

CONTACT

Address: Edward A. Dufresne Community Center,
274 Judge Edward Dufresne Parkway, Luling, LA 70070
Phone: (985) 783-8907
Fax: (985) 331-0311

Arc of St. Charles

Established in 1971.

Arc of St. Charles is committed to providing services and support that enable people of all ages with developmental, intellectual and other disabilities and special needs to attain their full potential.

Clients participate in work programs that include Cajun Village Square, lawn maintenance, janitorial work, Hope Enterprises and supported employment.

United Way has partnered with Arc of St. Charles to provide groceries to nearly 300 local families during the COVID pandemic. Arc staff members Loren Collins and Marie Clayton did all of the shopping according to requests from families, and then delivered groceries directly to the families' homes.



Connie Matherne/Trina Ledet

CONTACT

Phone: (985) 785-0971
Website: www.arcofstcharles.com

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in November!*



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www.myscpl.org



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Public Schools Foundation

Founded in 2007, the foundation is an independent, nonprofit corporation governed by a voluntary board of directors comprised of business, industry, and community leaders, along with retired educators.

The Luling-based organization is run by a voluntary board of directors. The mission is to enhance public education by funding and supporting teachers' high-quality initiatives and directly impacting education and the community's future.

Our Students...Our Schools...Our Community...Our Future.

The foundation provides grant opportunities to teachers for programs, books, activities and children's needs, which have a direct impact in the classroom. The goal is to ensure every teacher and student has the tools he or she needs to succeed - in school and in life

CONTACT

Website: www.scpsfoundation.org

E-mail: scpsfoundation@gmail.com



St. Charles Council on Aging

The council's mission is to serve as the primary provider of elderly services in St. Charles Parish.

Activity centers are in Luling, New Sarpy and Norco. Activity Centers serve as senior centers where older adults come together for services and activities that reflect their experience and skills, respond to their needs and interests, enhance their dignity, support independence and encourage involvement in the center and community.

The home delivery meal site has been in Hahnville, but due to damages caused by Hurricane Ida COA's office & Home Delivered Meal Site have been relocated to the New Sarpy Center.

Services include delivering meals to seniors at their residence, as well as serving meals at senior centers. Want to check the menu? Visit [www. Stcharlescoa.com](http://www.Stcharlescoa.com)

Formally organized in December of 1973. In April of 1974, funds were awarded by the Bureau of Aging Services and the St. Charles



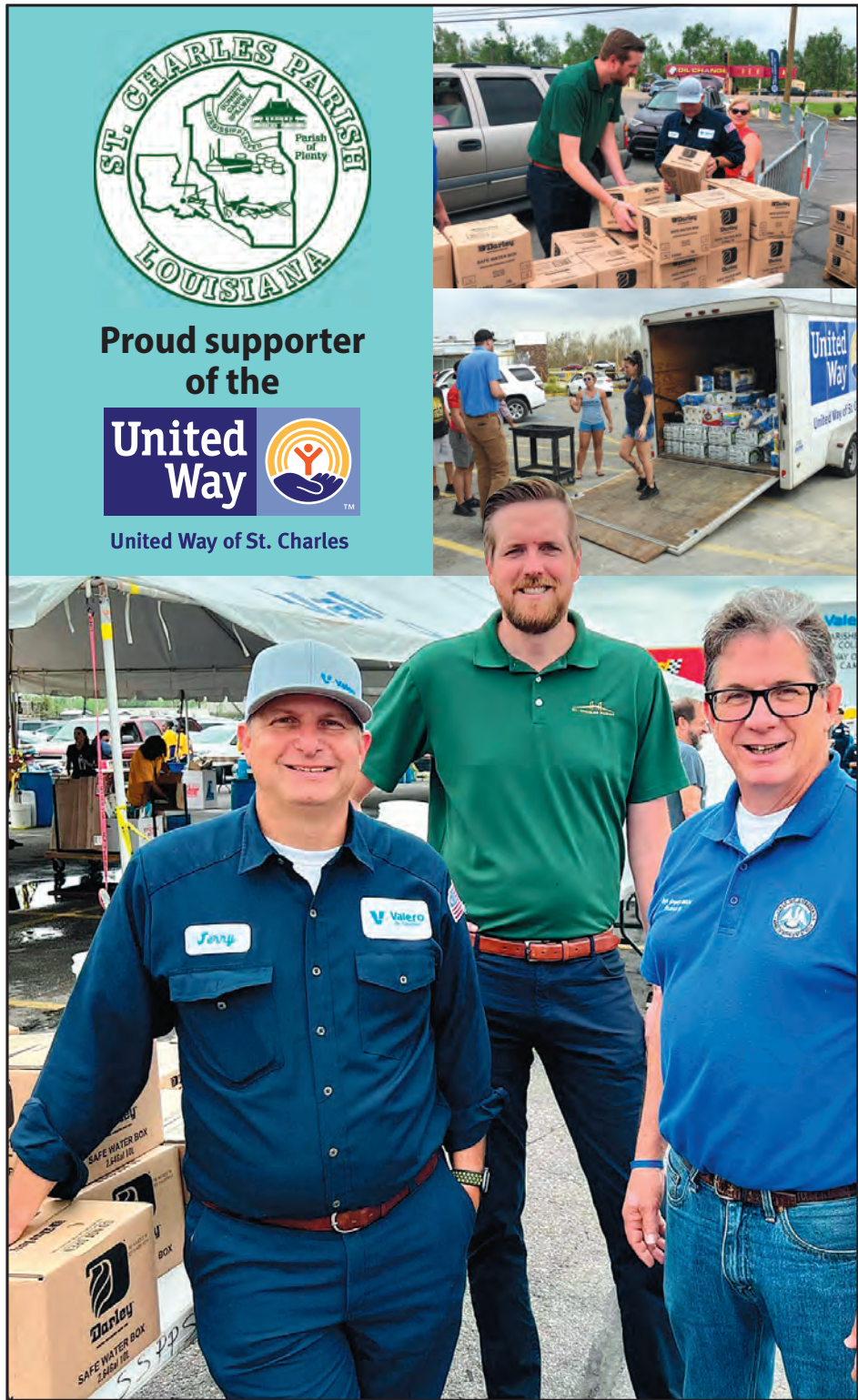
Marilyn Faucheux and her son Dustin Schexnayder, who suffered a serious accident and uses ride services from the COA for transportation.

Parish Police Jury to operate a program for the elderly of St. Charles Parish. The St. Charles Council on Aging was incorporated as a non-profit organization on Jan. 12, 1976.

CONTACT

Phone: (985) 783-6683

Website: www.stcharlescoa.com



Left to right Vice President Steven Fontenot and President Darby Berthelot.

River Region Drama Guild

Provides community theater opportunities for St. Charles and surrounding parishes through its Drama Guild and River Region Ballet, both in Destrehan.

Publishes a quarterly newsletter, Callboard, which is mailed to approximately 600 households and announces audition dates and cast listings as well as other theater-related subjects.

The guild began in the renovated Good Hope School built in the 1930s. The school was vacated and

used as storage until the St. Charles Parish School Board saved the building and leased it to the community theatre group known as the Drama Guild to create a performing arts and cultural center.

Hold children's workshops and community education workshops to foster and encourage development of community and educational theater.

CONTACT

Phone: (985) 224-3562

Website: www.rrpa.org

St. Charles Parish Hospital Auxiliary

Assists with medical needs and health-care services for the patients of St. Charles Parish Hospital.

Pediatric rehab treatment provides play-based therapy which includes a “rock wall” climbing area, games and bicycles to aid in a child’s therapy. It is now located on the 1st floor of the Plantation View Medical Office Building at 13100 River Road, Destrehan, LA 70047, Suite 140.

Provides educational material and information through health fairs and seminars.

Cardiac rehab program is equipped for physical recovery with an exercise room often full of patients



Dorla Taylor, PAR, Olivia Selby, SLP, Celeste Hebert, SLP, Shauna Potts, Rehab Tech, Meredith Bucher, SLP & Supervisor and Daniel Barnes, OT.

pushing toward recovery to music on an elliptical, exercise bike or treadmill, and education on how to maintain good health.

On-site classroom where, among many of its benefits, patients can learn about medication, how to compare portions of different food and learn about diabetes from a dietician.

CONTACT
Phone: (985) 785-4258
Website: www.ochsner.org/locations/st-charles-parish-hospital



Cliff Collins, Bernard Propps, Josh Plaisance, Scott Bordelon and Keith Champagne

Dat Dad’s Club

501c3 non-profit organization founded in September 2016 by nine dads from Luling.

Started to assist families with unforeseen medical expenses, and has expanded reach to include scholarships to local high school seniors and teacher giveaways.

Has helped raise well over \$200,000, with money distributed to families from Luling, Hahnville, Edgard, Des Allemands, Paradis and Destrehan and teachers from Norco and Paradis.

Provides 100 percent giveback

from fundraisers by offsetting fundraising costs using funds from membership in the club (\$25 a year) and grants from the United Way of St. Charles Parish.

All board members are 100 percent volunteers and are comprised of local community business owners, professionals and full-time workers.

Fundraisers include an annual cookoff, golf tournament and fishing rodeo

CONTACT
Phone: (504) 235-9784
Website: www.datdadsclub.com

A Breast Cancer Diagnosis is *Life-Changing* Breast Reconstruction Surgery Can Be Too

Women who have a mastectomy or lumpectomy as part of their breast cancer treatment may choose surgery to rebuild the breast called **breast reconstruction surgery**.

Breast reconstruction can empower a woman to take charge of her body after a cancer diagnosis and can offer:

- Improved confidence
- Emotional healing
- Clothing fits better

There are many different options and types of breast reconstruction which can be done at the same time as mastectomy or lumpectomy, months or years later. It’s important to speak with a plastic surgeon before mastectomy or lumpectomy surgery to discuss these options.



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Breast reconstruction surgery is covered by most insurance plans.



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Daisy Matthews

Volunteers of America

A nonprofit, faith-based organization dedicated to helping those in need rebuild their lives and reach their full potential.

Since 1896, its ministry of service has supported and empowered America's most vulnerable groups, including at-risk youth, the frail elderly, men and women returning from prison, people with disabilities, and those recovering from addictions.

Its work touches the mind, body, heart-and ultimately the spirit-of those it serves, integrating deep compassion with highly effective programs and services.

CONTACT

Address: 4152 Canal St, New Orleans, LA 70119
Phone: (504) 482-2130



Southeast Louisiana Council Boy Scouts of America

The mission of the Boy Scouts of America is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Law.

Scout Oath Scout Law: On my honor I will do my best to do my duty to God and my country and to obey the Scout Law; To help other people at all times; To keep myself physically strong, mentally awake, and morally straight.

A Scout is: trustworthy and obedient; loyal and cheerful; helpful and thrifty; friendly and brave; courteous and clean; kind and reverent.

CONTACT

Address: 4200 S I-10 Service Rd W #101, Metairie, LA 70001
Phone: (504) 889-0388

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Southeast Louisiana Legal Services

SLLS provides legal representation to low-income people.

Established nearly 50 years ago. Operates a self-help desk and holds community legal education events.

Its mission is to achieve justice for low-income people in Louisiana by enforcing and defending their legal rights through civil legal aid, advocacy and community education.

SLLS can assist with family law, child in need of care, consumer issues like debt, saving homes, public benefits and employment and low-income tax clinics.

The parish's SLLS is located in the C.A.R.E Center in Hahnville.



Rachel Campbell and recipient.

CONTACT

Phone: (985) 331-3034 or (504) 529-1000
Website: www.slls.org

Community-Oriented Defense Program

- Public defenders program that defends the rights and dignity of clients.
- Promotes the life success of clients by: identifying educational gaps, mental health issues, addiction, and other needs, and linking clients with resources, opportunities, and services by other United Way agencies to meet those needs.
- Maintains a local presence in the community and relationships with community members, community-based organizations, and community institutions to improve case outcomes and life outcomes for clients.
- Pursues a multidisciplinary approach by engaging not only lawyers, but social workers, counselors, medical practitioners, investigators, and others to address the needs of clients and community.



Fen Swann, District Public Defender, and Don Paul Landry, Program Director.

CONTACT
Don Paul Landry, Program Director
Address: 1308 Paul Maillard Road, Luling, LA 70070
Phone: (985) 785-6450

St. Charles Parish Toy & Gift Fund

- Some 1,000 children get more than 1,400 toys each Christmas season thanks to the longtime event.
- RSVP holds the event each year. United Way and Valero are among the sponsors.
- Though cancellation of last year’s event was threatened by COVID-19, those behind the event and many caring volunteers made the necessary adjustments to carry on the event on a slightly smaller scale, ensuring 650 children would receive toys – and with them a merrier Christmas.
- The Toy and Gift Fund was founded in the 1980s as a means to ensure as many children possible can enjoy receiving gifts at Christmas time.
- The event is not open to the public



and children are chosen to participate based on consultation with the St. Charles Parish school system, which provides names of children from infants to 12 years old whose families might be in need.

CONTACT
Address: Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, LA 70070
Phone: (985) 783-8907, Fax: (985) 331-0311

Southeast LA Chapter of the American Red Cross

- Alleviates human suffering in emergencies by mobilizing the power of volunteers and the generosity of donors.
- Ninety percent of the Red Cross workforce are volunteers.
- With nine offices across the state, the Red Cross works to provide services to each and every parish.
- The national organization was founded in 1881.
- Serves 4.65 million residents in Louisiana.

CONTACT
Phone: (504) 235-2118
Email: shanetaylor@redcross.org
Website: www.redcross.org



American Red Cross



Register for our Open House at www.stcharlescatholic.org

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ASSEMBLY - 7pm



St. Charles Catholic High School does not discriminate on the basis of Race, Nationality or ethnic origin in the administration of its educational and admissions policies.



Mentor John Emery with students.

Youth Empowerment Project (YEP)

- YEP is structured through many programs and projects and provides intensive case management, mentoring and educational services to at-risk youth in order to strengthen each young person's capacity to successfully connect with his or her family and community.

The two main components of YEP are Generation of Purpose (The Youth Ministry) and Billion Dollar Mindset (The Business Development Model), which will help youth truly explore their passions in life, thus allowing them to find not only their purpose but also to be empowered to advance.

At-risk youths are identified through the juvenile justice system.

YEP was founded in August of 2011.

CONTACT
Address: 171 Keller Street, Hahnville, LA 70057
Phone: 985-331-3032 or 504-214-9131



Girl Scouts Louisiana East

- The Girl Scout Leadership Experience presents a wealth of engaging activities, including earning badges, going on awesome trips, selling cookies, exploring STEM field programming, getting outdoors, and doing community service projects.

Ten years after the beginning of the Girl Scout Movement in 1912, Girl Scouting emerged in southeast Louisiana, and charters were granted to councils in New Orleans and Baton Rouge.

From humble beginnings, the Girl Scouting experience was quickly adopted by thousands in our region—all eager for the opportunity to be part of an organization dedicated to the advancement of women. Today, Girl Scouts Louisiana East includes 23 parishes and serves over 5,300 girls in grades K-12 and 2,200 adult members.

Girl Scouts Louisiana East is dedicated to building girls of courage, confidence, and character, who make the world a better place.

CONTACT
Dr. Rebecca Pennington, CEO of Girl Scouts Louisiana East
Phone: (800) 644-7571
Website: www.gsle.org

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We need our community more than ever right now.

MELISSA PERRIER
Fourth Generation Norco Resident,
Campaign and Marketing Manager for United Way of St. Charles
Pictured in front of her hurricane damaged home in Norco

“We truly are all in this together. We’ve always known we have something special here in St. Charles Parish, and this is our chance to show the world how we can come together. Living through this experience makes you realize that you need the community you live in. So, when someone steps in and offers to help, you take it and say ‘thank you.’

In the immediate aftermath of Ida, Shell was in Norco, handing out meals, handing out water, handing out ice. In the first couple of weeks after Ida, Shell showed up with huge truckloads of supplies – plastic totes, bleach, battery operated radios; items that the community needs.

Shell recently announced a **\$750,000** contribution to the United Way of St. Charles. And what I know firsthand, from seeing the people who are hurting right now, is that this money will be used in the upcoming months and years to help people rebuild. We truly are all in this together.”

>**\$5M**

HURRICANE IDA RECOVERY

- Meals + Supplies
- Fuel Donations
- Employee Assistance
- Base Camps for Electrical Workers

\$750,000
Capital Area
United Way

\$750,000
United Way of St. Charles

\$750,000
United Way for
South Louisiana

In the aftermath of Hurricane Ida, Shell will contribute more than \$5 million in combined community and employee relief and recovery initiatives.

Catholic Charities Archdiocese of NO



Sherry Rhodes

In 1938, Associated Catholic Charities was established to help coordinate numerous agencies of the Archdiocese of New Orleans serving the poor and vulnerable.

The organization's values are: Dignity through Respect, Service through Love, Justice through Advocacy and Empowerment, and Unity through Prayer.

Its ministries, programs and community partnerships are provided through a comprehensive network of social services. Services include emergency financial assistance, rent or mortgage assistance, utilities assistance, food and gas assistance and referrals to job search and training assistance.

CONTACT
Phone: (866) 891-2210
Website: www.ccano.org

Metro Centers for Community Advocacy



Established in 1986 as a community-based, independent, non-profit 501(c)(3) agency.

Serves victims of domestic violence, sexual assault, stalking and human trafficking in eight southeast Louisiana parishes including Jefferson, Orleans, St. Tammany, St. Bernard, Plaquemines, St. Charles, St. John the Baptist and St. James.

Services include: 24/7 crisis line, emergency shelter, individual and group advocacy, medical advocacy, legal advocacy, safety planning, children's program, career/financial planning and caregiver support.

In 2019, Metro provided services to 529 women, children and men who are survivors of domestic violence, 472 survivors of sexual assault and 664 carryover survivors of sexual assault.

In 2019, Metro received 3,095 calls to the crisis line.

Metro is certified by the Louisiana Department of Children and Family Services/Family Violence Prevention and Intervention unit to provide sheltering and services to domestic violence survivors.

CONTACT
24 Hour Crisis Hotline: 504-837-5400
Website: 211www.mccagno.org

St. Charles CARE Center

The St. Charles CARE Center is a family assessment and resource center for St. Charles Parish residents - a single destination for families to receive help navigating social services and resources.

Over 500 young people and their families experiencing challenges, like involvement in the justice system, have been served since 2018.

With the help of Navigators, young people identify their strengths, set goals, and take meaningful steps toward lifelong success.

The CARE Center collaborates with a network of 30+ organizations across and beyond the parish, making referrals easy and breaking down barriers to access.



Top Row: Sophia Lawson-Cornish, Jilique Logan
Bottom Row: Ashley Schwartz, Allison Scott

CONTACT
Address: 171 Keller Street, Hahnville, LA 70057
Phone: (985) 331-3033

GNO Therapeutic Riding Center

Greater New Orleans Therapeutic Riding Center is a non-profit organization that is dedicated to promoting equine activities for the disabled and providing individuals with physical, mental, and emotional disabilities the opportunity to enhance the quality of their lives through equine-oriented activities in a safe and professional environment.

GNOTRC is a Professional Association of Therapeutic Horsemanship (PATH International) member operating center.

Research shows that therapeutic riding participants can experience physical, emotional and mental rewards. For individuals with impaired mobility, horseback riding gently and rhythmically moves their bodies in a manner similar to the human walking gait.

Riders experience increased balance, muscle control and strength.

Individuals with learning disorders or cognitive disabilities are motivated by riding to increase concentration, patience and discipline. If a psychological or emotional disability is present, the unique relationship formed with a horse can help to improve personal relationships. All riders benefit from increased self-esteem and confidence.



Chloe Doucet of St Charles Parish on Olivia, one of GNOTRC's therapy horses.

CONTACT
Phone: (985) 651-5239
or (504) 466-9960
Email: Anita@gnotrc.com
Website: www.gnotrc.com

SCSO Crime Victim Assistance Division Crisis Assistance Program



Lt. Clint Patterson, Captain Renee Kinler, Melissa Dempster, Cpl. Gwendolyn Jennings, Renee Chester-Martin and Cpl. Lonnie Senior.

- The Crime Victim Assistance Division’s objective is to provide available services to victims of violent crimes and their immediate family members.
- Crime Victim Assistance receives funding from the United Way of St. Charles to fund the Crisis Assistance Program (C.A.P.). C.A.P. provides crisis counseling to persons affected by violent crimes or traumatic events.
- Officers and Detectives can request the presence of a C.A.P. counselor to the scene of the event, once it is safe, allowing the law enforcement officer to remain focused on their duties during the crisis or investigation. This can have a tremendous impact on victims’ willingness to cooperate with investigations and the prosecution of cases, as well as possibly increase their overall satisfaction with the criminal justice system.
- Crime Victim Assistance Division personnel can also request a C.A.P. counselor when victims of serious crimes are seeking assistance.
- C.A.P. provides the victim and family members with onsite crisis management, debriefing counseling, screening, referrals, support and guidance during and after a traumatic event in a safe environment. Included are family survivors of unexpected tragic deaths, excluded are victims who commit a felony during an event. Our goal is to respond swiftly, effectively, facilitate stabilization and provide support to the responding officers and victims.

CONTACT

Emergency: (985)783-6807

Office: 985-783-6237

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St. Charles Parish Schools Promapalooza



Alana Lumar

- Safe after-prom alternative gathering provided for students at Destrehan and Hahnville High Schools.
- Dancing, games and prizes are among what attendees can expect.
- In past years, prizes have included iPads, TVs, ice chests, kayaks, computers and gift cards.
- Event was created in 2012.

CONTACT

Phone: (985) 764-9946 (Destrehan)

(985) 758-7537 (Hahnville)

Obituaries

Send your obituary announcements to obits@heraldguide.com for speedy publication in the St. Charles Herald-Guide’s print and Internet editions.

White

October 1, 1948- September 8, 2021
Billy Rogers (Roger) White, Jr. 72 of Luling ascended into his eternal life on September 8, 2021. He passed away at Singing Rivers Hospital in Pascagoula, Mississippi while evacuated from Hurricane Ida.
Billy was born on October 1, 1948 in Lake Providence, La. To the late Billy Rogers White, Sr. and Mollie Eloise White. He is the beloved husband to Pamela (Loveless) white of 45 years and loving father to sons Brian Keith Jackson (Kim), Clinton Troy White (Krista and Billy Rogers White III (Gencie) and 7 grandchildren, Tate, Kloe, Tucker White, Ellen, Aubrey, Lucy Jackson and Benjamin White. He is also survived by 4 siblings, Glenda Lois Jones (late Phil Jones), Jo Ellen Maurin (Ronald), John Darryl White (Ann) and Joy Denise Matherne (Noah) and many nieces, nephews and friends.



Billy worked many years for Marathon Construction until he started his own business R & R Construction. In his spare time he loved fishing, but his passion was watching his sons and grandchildren at all various types of sports.
Memorial Services will be held at Celebration Church of Kenner, 3550 Williams Blvd., November 6th @ 10:30 am

Sheriff’s Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- Darrick Burbank, 27**, of 2812 Metairie Heights in Metairie, was arrested Oct. 23 and charged with illegal carrying of weapon in presence of CDS, illegal window tiny, possession of marijuana and speeding.
- Jelisa Bourgeois, 20**, of 1220 Paul Maillard Road in Boutte, was arrested Oct. 21 and charged with aggravated battery.



- Joshua Bourgeois, 31**, of 219 Matthew Drive in Des Allemands, was arrested Oct. 18 and charged with battery of a dating partner by strangulation, battery of a dating partner with serious injury (two counts) and battery of a dating partner by burning/minor injury.



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Rival ESJ headed to Wildcat Stadium

Meeting pits two of the state's premier defensive teams against one another

Ryan Arena Editor
ryana@heraldguide.com

Destrehan didn't earn a victory last week for the first time all season.

But no worries in Wildcat Nation, of course:

“They’re starting to get all their players back and you can tell the difference between that first game and where they are at this point.”

— Marcus Scott

the team simply had a bye week, so while there was no win to celebrate on Friday night, Destrehan (4-0, 4-0) remains unbeaten, and thus far, unchallenged in a competitive contest for four quarters – the Wildcats' smallest victory margin of the season is 27 points, and overall has outscored its opposition over four victories by a whopping 184 to 27 count.

This week, however, Destrehan's stiffest test in several weeks visits Wildcat Stadium in the

form of a longtime rival: East St. John, a team that has seemingly reverted to its peak form after starting the season with two

losses in three games.

East St. John's start to this season was a difficult one, for many reasons. Hurricane Ida's wrath was especially painful for the people of St. John Parish, much like St. Charles Parish, and the day East St. John began its football season was the first day the teams pads and equipment arrived after flood waters destroyed the old ones. After an upset 16-14 loss in game one to Thibodaux, ESJ battled Hahnville in a defensive slugfest and held

on for an 8-3 win – but a week later, H.L. Bourgeois felled East St. John, 33-22.

Brighter days were indeed ahead. The past two weeks have seen ESJ (3-2, 3-2) right the ship, first by defeating Central Lafourche, 53-16, then by rolling past Terrebonne, 31-7.

Last season, Destrehan won the meeting between the two, 31-12. That game saw East St. John lead at halftime before a dominating second half by DHS turned the tide. Two years ago, ESJ held onto its lead, capturing a 14-13 victory over Destrehan.

“They’ve had to overcome a lot of obstacles just to field a team,” said Destrehan head coach Marcus Scott. “They’re starting to get all their players back and you can tell the difference between that first game and where they are at this point.”

Under head coach Brandon Brown, East St.



Photos by Ryan Arena/Herald Guide

Cornerback Tai Terrell of Destrehan.

John has reestablished itself among the state's most difficult matchups – and among its local rivals.

“We know it's going to be a hard fought ballgame, like it always is,” said Scott. “Coach Brown and his staff do a very good job getting his kids prepared and ready to go and we certainly have to be ready to match their intensity at the very least.”

Finding a way to slow Kylon Harris is a top priority. The speedy wideout can take the top off of any defense, and ESJ doesn't make it easy to account for him. Harris is known to lineup as quarterback in the “Wildcat” formation, and he's a constant threat to simply take the handoff on a sweep when motioning across the formation at receiver.

Running back Cortez Fisher carries the load

when it comes to establishing the ground game. And quarterback George Smith, while in his first season as a starter, has impressed Scott.

“(Harris and Fisher) are dynamic players ... we know all about those two, because they've been a problem in this district for a long time,” Scott said. “But (Smith), he's really given them a dual threat guy who can get the ball to their playmakers. We talk about Fisher and Harris, but they have a lot of weapons who can really hurt you.”

At 6'3, 287 lbs., Durell

Daigre is an imposing figure at nose tackle for East St. John, and alongside him is another game-changer in linebacker/defensive end Jacorey Robertson. Those two lead a very physical, very fast defensive front seven.

“I think everything starts up front with 74. He anchors them up front. Then you have another defensive end in 45 ... versatile, a great first step ... both of those guys can go speed to power really quick. They certainly present a challenge for us, as always,” Scott said.

East St. John at Destrehan

Time: 7 p.m. Friday

Place: Wildcat Stadium

Opposing player to watch: WR Kylon Harris' speed is truly rare at the prep level.



Photos by Ryan Arena/Herald Guide

Running back Patrick LeBranch of Destrehan.

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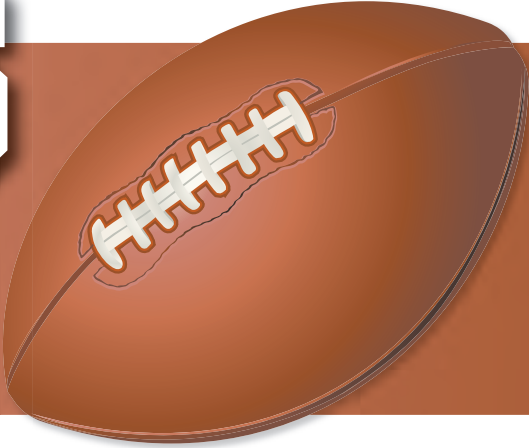


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Troy Kendrick

Wide receiver

Kendrick continued his strong season as the Tigers’ lead pass catcher on Friday, but he added a little more: he rushed four times for 21 yards and a touchdown to go with his two receptions for 68 yards and a score as Hahnville defeated H.L. Bourgeois 21-0.

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HHS PLAYERS
OF THE WEEK



Darnell Brown
Linebacker

DEFENSE

A converted safety, Brown has found his groove after moving to linebacker as a senior, and he's making key plays each week. He recorded eight tackles, two for loss, to go with a sack as Hahnville notched its second defensive shutout of the season against H.L. Bourgeois on Friday.

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HHS aims for 4th win in a row

Ryan Arena Editor
ryana@heraldguide.com

Hahnville’s on a roll, winners of three straight games after an 0-2 start: the arrow has been pointing up for the Tigers.

And it’s a fourth straight win Hahnville seeks this Friday night as it welcomes Central Lafourche to Tiger Stadium.

It’s been a trying season for Central Lafourche, which fell to 0-5 last week with its 44-8 loss to Thibodaux.

The Trojans bring a very young team into the matchup, the starting lineup peppered with

underclassmen. Over the years, the program has developed a reputation for presenting a tough matchup even when out-matched in personnel. But the team has seen major struggles over the past year-plus: in 2020, it went 0-8, including a 52-6 loss to Hahnville. Central has lost its last 18 games since beginning the 2019 season with a 5-1 mark.

But Central (0-5, 0-4) does boast playmakers. While CLHS trailed all night in a 56-6 loss to Destrehan three

weeks ago, running back Ceontrey Raymond tallied well over 100 yards on a stiff Wildcats defense, and got free for several explosive runs. Quarterback Carson Orgeron directs the offense.

“The strength of our defense is up front, so for us the biggest thing is continuing to play the style of football we’ve been playing ... gang tackling, pursuit to the football and recognizing and identify where (Raymond) is. If we can do that, we should be OK defensively,” said HHS head coach Daniel Luquet.

However, these days the Hahnville defense is making life hard for any offense. Last week’s shut-out of H.L. Bourgeois was the team’s second of the



Offensive tackle Jarian Shelby of Hahnville.

season, and the Tigers (3-2, 2-2) have allowed just 21 points over the past four games.

Offensively, the results have been more inconsistent than head coach Daniel Luquet would like, and he wants to see a step forward this week.

“First down is key for us,” Luquet said. “We just need to put four quarters together, keeping our

defense off the field getting ourselves to second, third down and manageable is the biggest thing.”

Donovan Friloux has been coming along in his first season as starting quarterback. He’s tallied 754 yards and three touchdowns through the air while adding 79 yards and four more touchdowns as a runner. Following a season-ending injury

to leading rusher Cole Villasenor, K’Jon Smith has shown explosiveness in his stead, averaging just over six yards a carry – he has 152 yards and a score on the ground. Troy Kendrick has continued to be the top target in the passing game, hauling in 22 receptions for 360 yards and three touchdowns.

Central Lafourche at Hahnville

Time: 7 p.m. Friday
Place: Tiger Stadium
Opposing player to watch: RB Ceontrey Raymond is an explosive rusher and receiver.

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As a Physical Medicine and Rehabilitation Physician (Physiatrist), Dr. Boudreaux specializes in the non-operative, conservative management of disorders of the muscles, tendons, ligaments, joints, nerves, brain, and spinal cord. He approaches each patient from the perspective of overall wellness and function with focus on minimizing pain and disability and improving function and quality of life. He performs a wide variety of in-office ultrasound-guided procedures as well as nerve conduction studies.

Dr. Boudreaux was drawn to return to his hometown of Thibodaux due to the great support and respect that the Bayou Region shows to its physicians and looks forward to serving within the medical community. When not caring for patients, he enjoys biking, reading, cooking, and traveling.

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Teen collects school supplies for students

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

Lizzie Saunders may have moved out of St. Charles Parish one year ago, but the 15 year old said that she knew she needed to do something to help the parish when she saw the wide-spread destruction brought on by Hurricane Ida.

When she lived here in Luling, Saunders attended J.B. Martin Middle School. And although she now resides in Florida, Saunders said she stays in close contact with her friends from St. Charles Parish.

"At first I was asking them whether or not they were leaving for the storm and then we all talked about it as we watched the news," Saunders said. "I remember talking to one of my friends and it was kind of later than I usually stay up because I was worried and they were worried that they wouldn't have any home to go back to ... it really freaked me out."

Luckily most of her friends' homes escaped serious damage.

"A lot of them were able to return home," Saunders said. "About a week after the storm I was thinking that I wanted to sell something like wristbands or something to make money for the Cajun Navy or United Way or something."



While trying to organize that fundraising effort, Saunders said she spoke with a peer who serves in student government at her new school - Lawton Chiles High School.

"He was already planning on doing a food drive, so he took care of most of the logistics," she said. "I was able to give him a lot of information on what was needed and where good places for the stuff to go would be."

Saunders pivoted her plan on how to help St. Charles Parish and is now part of a team of students in Florida who is organizing a school supply drive for local students and teachers.

Saunders said the plan is collect supplies - such as pencils, paper, notebooks, masks and hand sanitizer - from October 18-29.

SUPPLIES to 8B



Lizzie Saunders (above) is collecting school supplies in Florida for St. Charles Parish students like her friend Shelbi Miller (pictured in the above left photo).



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SUPPLIES from 7B

“We’re going to be asking for pretty much anything a student would use ... anything that could be used in a school or a classroom,” she said. “Me and my family will drive to Louisiana on October 30 and take care of distributing the stuff to teachers and schools in the parish ... we’ll bring as much as we can fit in the car.”

Saunders said she is excited to start advertising the supply drive in her Florida school and community.

“I just feel like it’s the right and least thing I could do,” she said of collecting and delivering items. “There are always people who have it worse than you and sometimes the best thing you can do is help them out ... I just want to be able to help as many people as I can.”

Although Lizzie Saunders now resides in Florida, she stays in close contact with her friends from St. Charles Parish.



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Edna Matherne

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Publish: October 21 & 28, 2021

Public Notice

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THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON NOVEMBER 4, 2021 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:
2021-13-MIN requested by **St. Charles Plaza Partners** for resubdivision of two lots into seven, **12715 & 12727 Highway 90, Luling**, Zoning District C-2 Council District 7.
2021-14-MIN requested by **Family Resources of New Orleans** for resubdivision of one lot into four, **SE corner of Post Street and Short Street, Killona**, Zoning District R-1A(M), Council District 1.
2021-13-R requested by **St. Charles Plaza Partners** for a change of zoning from C-2 to C-3 on 1.4 acres, Lot A-1-A-1A, St. Charles Plaza, **12727 Highway 90, Luling**, Council District 7.
2021-7-SPU requested by **Brandon & June Zeringue** for a barroom in an M-1 zoning district at **13899 River Road, Luling**, Council District 1.
2021-8-SPU requested by **Shelia Bennett** for an automotive sales business in a C-2 zoning district, **10795 River Road, Ama**, Council District 2.

ALTERNATE DATE: 11/11 PUBLISH: 10/21, 10/28, 11/4

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, NOVEMBER 1, 2021, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2021-0266 (10/18/21, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform engineering services for River Point - River Village Drainage Improvements (Project No. P210805), not to exceed \$128,170.00.

ORDINANCE INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON TUESDAY, NOVEMBER 9, 2021, 9:00 AM; WEDNESDAY, NOVEMBER 10, 2021, 1:00 PM; AND MONDAY, NOVEMBER 15, 2021, 6:00 PM, COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2021-0159 (10/18/21, Jewell, G. Dussom)

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2022.

PUBLISH: October 21, 28, 2021

Public Notice

ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by the St. Charles Parish Sheriff's Office from general contractors for construction of:

ST. CHARLES PARISH SHERIFF'S OFFICE
SHOOTING RANGE

Bids will be received at the St. Charles Parish Sheriff's Office, 260 Judge Edward Dufresene Parkway, Luling, LA 70070 at **2:00 P.M., LOCAL TIME, Thursday, November 11, 2021** at which time the bids will be publicly opened and read aloud in the conference room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at www.cityblueprint.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through City Blueprint & Supply or most other reprographic firms. Please note that Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to:

City Blueprint & Supply Co.
1904 Poydras Street
New Orleans, LA 70112
Phone: 504-522-0387
Email: planroom@cityblueprint.com

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email [only: tabbh@murrayarchitects.net](mailto:only:tabbh@murrayarchitects.net).

C. BID SECURITY AND PERFORMANCE AND PAYMENT BONDS

Bids **must** be accompanied by a bid security at least equal to five percent (5%) of the base bid and all additive alternates in the form of a certified check, cashier's check or bid bond. The successful bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within the budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R.S. 37:2151 et seq.

D. REJECTION OF BIDS

St. Charles Sheriff Sheriff's Office reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the project site, Nelson Coleman Correctional Center, 5061 LA-3127, Killona, LA 70057 on **Tuesday, November 2, 2021 at 10:00 a.m.** Attendance at this pre-bid conference is **MANDATORY**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, October 14, 2021
Thursday, October 21, 2021
Thursday, October 28, 2021

St. Charles Parish Sheriff's Office
Sheriff Greg Champagne
260 Judge Edward Dufresne Parkway
Luling, LA 70070

Public Notice

River Parishes Workforce Innovation and Opportunity Act Local Plan Adjustment/Extension

Under State Planning Guidance, River Parishes WIOA 14 Job Training Agency has completed the Local Workforce Innovation and Opportunity Act Plan Adjustment/Extension for Program Year 2020-2024. This Local Plan Adjustment/Extension is available for review on our website:

www.letsworkriverparishes.com

All comments or questions regarding the Local Plan Adjustment/Extension must be submitted via email to Tommy Scott at tscott@stcharlesgov.net no later than December 10, 2021. A Public Hearing will be held at the next Workforce Development Board meeting.

Publish: October 28, November 4, 11, 18, 25 & December 2, 2021

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:

Dickey's Barbecue Pit
12547 Airline Hwy.,
Destrehan, La. 70047
Members: Robert Dunning, Owner

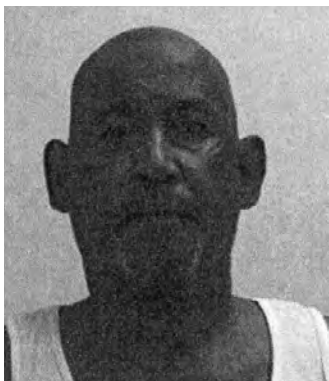
PUBLISH: October 21 & 28, 2021

Public Notice

"ANYONE KNOWING THE WHEREABOUTS OF HEIRS OF BARBARA ROBERT - PLEASE CONTACT THE LAW OFFICE MR. SALVATORE' G. LOVECCHIO ATTORNEY-AT-LAW, IN PERSON: 943 PAUL MAILLARD ROAD, LULING, LOUISIANA, BY MAIL: P.O. BOX 423, BOUTTE, LA 70039 OR PHONE 985-785-7788. IMPORTANT PROPERTY RIGHT INVOLVED"

Publish: October 28, 2021 and December 2, 2021

Public Notice



I, **Lloyd Williams, Jr.**, have been convicted of **Forcible Rape**, Date of Conviction: 12/04/2002. My address is: 1107 Paul Frederick St., Luling, La. 70070 .

RACE: Black
SEX: Male
DOB: 07/09/1958
HGT: 5'7"
WGT: 216
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: October 21 & 28, 2021

Public Notice

Monday, August 9, 2021
9-1-1 Communications Center

**BOARD OF COMMISSIONERS OF THE (9-1-1)
ST. CHARLES PARISH COMMUNICATIONS DISTRICT**

PRESENT:
Major Sam Zinna, Sheriff's Office Representative
Chief Tommy Barreca, Council Representative
Armond Bourque, Parish President's Representative
EMS Director Michael Guillot, St. Charles Hospital Representative
Major Donnie Smith, Sheriff's Office Representative
Captain Johnny Bourgeois, Firemen's Association
Chief Oliver Dufrene, Firemen's Association
Amber Walsh, Minute Clerk

ABSENT:
NONE

IN ATTENDANCE:
Ravenel Nixon / 9-1-1 Director
Amanda Pertuis / 9-1-1 Assistant Director
Arielle Lege / 9-1-1 QA Manager

CALL TO ORDER:
Maj. Zinna called the Monday, August 9, 2021 meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:01 p.m., which was held in the 9-1-1 Communications Center.

SILENT PRAYER & PLEDGE:

Time for a silent prayer was given followed by the Pledge of Allegiance.

Motion was made by Major Smith and seconded by Mr. Guillot approving minutes of the meeting held on Monday, July 12, 2021.
YEAS: ZINNA, BARRECA, BOURQUE, GUILLOT, SMITH, BOURGEOIS, DUFRENE
NAYS: NONE
ABSENT: NONE
Motion carried.

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

Motion was made by Captain Bourgeois and seconded by Chief Barreca approving payment of Herald/Guide Invoice # 116738 dated August 1, 2021 in the amount of \$351.05.
YEAS: ZINNA, BARRECA, BOURQUE, GUILLOT, SMITH, BOURGEOIS, DUFRENE
NAYS: NONE
ABSENT: NONE
Motion carried.

B. 9-1-1 DIRECTOR'S REPORT:

Assistant Commander Amanda Pertuis gave a brief overview on personnel, maintenance, etc., for the 9-1-1 Communications Center.

C. 9-1-1 CENTER EXPANSION COMMITTEE

Maj. Zinna gave a brief overview of the 9-1-1 Center Expansion Project.

UNFINISHED OLD BUSINESS:

NONE

NEW BUSINESS:

- A.** Motion was made by Chief Barreca and seconded by Captain Bourgeois to deviate from the original Agenda.
YEAS: ZINNA, BARRECA, BOURQUE, GUILLOT, SMITH, BOURGEOIS, DUFRENE
NAYS: NONE
ABSENT: NONE
Motion carried.
- B.** Motion was made by Chief Bourque and seconded by Mr. Guillot to approve invoice # SJ-001101 dated 7/1/2021 from Guardian Tracking for the annual subscription of internet access to the Guardian Tracking Employee Documentation Early Intervention Recognition System in the amount of \$1,335.00, for service from 8/12/2021 to 8/11/2022.
YEAS: ZINNA, BARRECA, BOURQUE, GUILLOT, SMITH, BOURGEOIS, DUFRENE
NAYS: NONE
ABSENT: NONE
Motion carried.
- C.** Motion was made by Chief Barreca and seconded by Chief Bourque to deviate back to the original Agenda.
YEAS: ZINNA, BARRECA, BOURQUE, GUILLOT, SMITH, BOURGEOIS, DUFRENE
NAYS: NONE
ABSENT: NONE
Motion carried.

ANNOUNCEMENTS:

Maj. Zinna announced that he has received the 9-1-1 budget packet and it will need to be approved at the September meeting.

The next regular meeting will be held Monday, September 13, at 5:00 p.m. in the Council Chambers.

Motion to adjourn was made by Chief Bourque and seconded by Maj. Smith.
YEAS: ZINNA, BARRECA, BOURQUE, GUILLOT, SMITH, BOURGEOIS, DUFRENE
NAYS: NONE
ABSENT: NONE
Motion carried.

There being no further business Maj. Zinna adjourned the meeting at 5:31 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST:  **SAM ZINNA, PRESIDENT ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)**
 **JOHNNY BOURGEOIS, SECRETARY/TREASURER ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)**

Publish: October 28, 2021

Public Notice

NOTICE

Invitation to Comment: The Coastal Protection and Restoration Authority (CPRA) seeks public review and comment on the draft Second Amendment to the State of Louisiana's RESTORE Act State Expenditure Plan under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

Obtaining Documents: A copy of the State's draft Second Amendment to the RESTORE Act State Expenditure Plan is available at <https://coastal.la.gov/sep/>.

Submitting Comments: Written comments on the State's draft Second Amendment to the RESTORE Act State Expenditure Plan may be submitted via email to coastal@la.gov, or mail to CPRA, Public Comments, 150 Terrace Avenue, Baton Rouge, LA 70802.

Comments Due Date: CPRA will consider public comments received in writing on or before 11:59 pm on **December 6, 2021**.
Publish: October 28, 2021

Public Notice

St. Charles Parish Public Schools Committee Meetings (Monday, October 18, 2021)
Generated by Shelby Babineaux on Tuesday, October 19, 2021

Members present
Arthur A Aucoin, Melinda H Bernard, Clarence H Savoie, John L Smith, Alex L Sutfin

Meeting called to order at 5:26 PM

1. Risk Management & Insurance Committee

1.01 Monthly Legal Update - Executive Session Committee Meeting Only
Mr. Al Sutfin called the Risk Management & Insurance meeting to order.

Motion by Art Aucoin; second by Melinda Bernard and unanimously carried to go into Executive Session per L.R.S. 42:16-17.
Director of Risk Management and Benefits Darrinsha Gray presented a legal update to the Board.
Motion by Al Sutfin and second by Art Aucoin to return to regular session.

1.02 Hurricane Ida Insurance Update - Committee Meeting Only

Director of Risk Management and Benefits Darrinsha Gray provided an update relative to Hurricane Ida insurance claims. A discussion was held on school buses (damages and deductible), Norco Elementary flood insurance claim and all other property insurance claims. The Cooperative Endeavor Agreement with the Goodhope Drama Guild building was also discussed. Due to damage from Hurricane, the board directed administration to set an in-person meeting to discuss default of lease.

1.03 Renewal of Medicare Advantage Plan from Humana

Jessie Bablin with USC insurance addressed the Board concerning the renewal of Medicare Advantage Plan from Humana. Erin Day with Humana was also on hand to answer questions from the Board.

On September 1, 2008, the Board first offered retirees the option of continuing traditional Medicare or converting to a private fee-for-service plan offered by Humana. Humana submitted a renewal for January 1, 2022, that continues existing coverage at a 3.6% increase. By offering the Medicare Advantage Plan, the District gives retirees an alternative to traditional Medicare while decreasing the District's cost for health insurance. Based on the savings reported in 2007, the district estimates a \$1,000,000 in savings.

With 817 retirees, 630 are currently on the Medicare Advantage. The possibility of solely offering Medicare Advantage was discussed. This item will be on the October 20, 2021, Board meeting agenda.

1.04 Authorization to Request Qualifications - Third Party Administrator

In September 2021, the Board canceled its Third Party Administrator contract with CCHSI for performance reasons. In accordance with instructions and directions received from the Board, the Director of Risk Management and Benefits Darrinsha Gray prepared a request for qualifications for Third Party Administration Services.

This agenda item will be on the October 20, 2021, Board meeting agenda.

Motion by Art Aucoin ; second by Melinda Bernard to adjourn.

2. Capital Improvements Committee

2.01 South Central Planning Redistricting Plan Update-Committee Meeting Only

Mr. Ellis Alexander called the Capital Improvements Committee meeting to order.

Chief Plant Services and Security Officer John Rome introduced Chief Executive Officer Mr. Kevin Belanger and Josh Manning with South Central Planning and Development Commission who presented information regarding St. Charles Parish School Board Redistricting plan using the 2020 Census Data.

A discussion was held with several suggestions made by the Board. Mr. Belanger noted that this item would have to be brought before the Parish Council. The Board agreed to have Alternate 1 and 2 examined further with revisions. Mr. Savoie asked for districts to be divided by voters and this information, along with revised Alternates 1 and 2 will be provided to the Board at a future meeting.

2.02 Update on Facilities Relative to Hurricane Ida-Committee Meeting Only

Chief Plant Services and Security Officer John Rome and Coordinator of Safety, Security and Athletics Kade Rogers presented an update regarding facilities relative to Hurricane Ida.

Revised openings, design phase processes, status of current bid projects, permanent repair estimates, timelines and athletics were discussed. The board commended Administration and Staff on the amazing job done to get schools back up and running. Mr. John Smith suggested holding a thank you event to all who helped and/or contributed to the recovery efforts of the schools and community after Hurricane Ida.

Motion by Al Sutfin; second by Art Aucoin to adjourn.

3. Personnel & Policy Committee

3.01 Personnel Items

Mr. Sonny Savoie called the Personnel & Policy Committee meeting to order.

Assistant Superintendent of Human Resources and Administrative Services Tresa Wetbre provided a staffing update to the Board. A discussion was held.

This agenda item will be on the October 20, 2021, Board meeting agenda.

3.02 Policy 1.03 School Admissions Revision - First Reading

Executive Director of Student Services Jerry Smith reviewed Board Policy 1.03 - School Admissions, and explained revisions were required and made. A discussion was held.

This agenda item will be on the October 20, 2021, Board meeting agenda.

3.03 Policy 4.35 Leave without Pay - First Reading

Assistant Superintendent of Human Resources and Administrative Services Tresa Wetbre reviewed Board Policy 4.35 - Leave Without Pay, and reviewed significant revisions that were required. Subsequent procedures were also revised and explained.

This agenda item will be on the October 20, 2021, Board meeting agenda.

3.04 Approval of Potential Disciplinary Hearing Officers

Assistant Superintendent of Human Resources and Administrative Services Tresa Wetbre explained Act 570 of 2014 which required the Board to approve a list of potential disciplinary hearing officers. This list has recently been revised to remove one attorney and to add two additional attorneys.

This agenda item will be on the October 20, 2021, Board meeting agenda.

Motion by Art Aucoin; second by John Smith to adjourn.

4. Finance & Audit Committee

4.01 Request for Proposals - Emergency Project Management

Mr. Al Sutfin called the Finance & Audit Committee meeting to order.

Chief Financial Officer Ronald White discussed the Request for Proposals - Emergency Project Management. If the school district determines that it wishes to hire a firm to provide these services after November 30, 2021, it would be prudent to issue a request for proposals in order to procure the best qualified firm to provide these services.

This agenda item will be on the October 20, 2021, Board meeting agenda.

4.02 Financial Update Relative to Hurricane Ida - Committee Meeting Only

Chief Financial Officer Ronald White presented an update regarding Hurricane Ida recovery costs and cash flow projections. These presentations will be given monthly to the Board. Mr. Sutfin referenced the attachments which were discussed and explained in detail by Mr. White.

4.03 Accounts Payable for the month of September 2021

With no objections or discussions, this item will be on the October 20, 2021, Board meeting agenda.

Motion by Art Aucoin; second by Sonny Savoie to adjourn.

5. Legislative Committee

COST

General Fund	\$ 1,522,120
Special Revenue Funds	8,678,895
Capital Projects	380,839
Debt Service Fund	0
GRAND TOTAL	\$10,581,854

Motion by Alex L Sutfin, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sutfin

5. Closing Items

5.01 Standing Committee Reports

Ellis Alexander reported on the two Capital Improvements Committee items.
C.H. "Sonny" Savoie reported on the Personnel & Policy Committee items.
The Finance & Audit Committee report was given by Al Sutfin.
John Smith gave the Legislative Committee report.
John "Jay" Robichaux reported on the Risk Management & Insurance Committee item.

5.02 Superintendent's Report

October 2021 - We are pleased to report that after 53 days since Hurricane Ida's passing, all schools are officially in session. It warms my heart to see students in classrooms learning at high levels and once again being nurtured by our caring staff. We would not have been able to open in such an efficient and operationally safe way without the commitment and sacrifice of so many of our employees including staff in maintenance, warehouse, transportation, child nutrition, central office, or our hurricane crew, school leaders, school custodians, and board members. I also want to give special recognition to our emergency contractors including Creative Improvements, Pinball Construction, and Quality Janitorial Services for their extraordinary coordination of resources and manpower to repair our buildings to an operational safe state. Thank you all.

Niche - The website Niche.com released its 2021 rankings this week on best schools & school districts in the country. This recognition takes into account more than just test scores. The 2021 rankings gave SCPPS once again as the #3 Best School District in LA and the #1 Best School District in the New Orleans Area. We also received several other noteworthy rankings that highlight our Title A School System:

- #3 Best School Districts for Athletes in Louisiana
- #2 Safest School Districts in New Orleans Area
- #2 Districts with the Best Teachers in New Orleans Area

This information will be shared with the community on our social media pages and website. This recognition is a credit to strong leadership from our Board Members, our students' hard work, our employees' dedication, and our community's support of public education! You can view our complete rankings at: <https://www.niche.com/k12/d/st-charles-parish-public-schools-la/rankings/>.

Daylight Savings Time - Finally, as a reminder, daylight savings time ends on November 7th at 2:00 AM. Remember to set your clocks back an hour.

5.03 Meeting Adjourn

Motion by John W Robichaux, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sutfin

Publish: October 28, 2021

Sheriff's Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 87644-D
Date: Thursday, October 7, 2021
BAYVIEW LOAN SERVICING, LLC
VS
TIMOTHY HICKS A/K/A TIMOTHY C. HICKS, ET
AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, MARCH 4, 2020, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, DECEMBER 1, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated Boutte, St. Charles Parish, State of Louisiana, in what is known as DAVIS PLANTATION PARK SUBDIVISION, a subdivision of a portion of Section 45, T 13 S, R 21 E, South Eastern Land Districts of Louisiana, West of the Mississippi River in St. Charles Parish, Louisiana, and according to a survey entitled "Davis Plantation Park Subdivision, Phase III", dated November 27, 1991, drawn by Linfield, Hunter and Gibbons, Inc., Consulting Engineers, and duly recorded in the office of the Clerk of Court of St. Charles Parish in COB 447, folio 381, the lot herein being described as Lot 210 and is more fully described as follows:

Lot 210 forms the North West corner of the intersection of Beaupre Drive and Cottage Drive. Starting at the point of intersection of the front lines of Lot 210 and Lot 208 on Beaupre Drive, Lot 210 extends a distance of 52.93 feet, thence 53.88 feet, thence 59.37 feet on an arc having a radius of 31 feet, which arc forms the corner of Beaupre Drive and Cottage Drive, thence a distance of 29.23 feet on Cottage Drive, thence a distance of 60.47 feet on an arc having a radius of 60 feet, which arc forms the Cul-de-sac at the Western end of Cottage Drive, thence North 0 degrees 126.28 feet which forms the common boundary with Lot 211, thence N. 82 degrees 30 feet W a distance of 73.29 feet which forms the common boundary w/Lo^sT and returns to the point of beginning; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED FOURTEEN THOUSAND SIX HUNDRED SIXTY-NINE AND 32/ 100 (\$214,669.32) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: October 28, 2021
November 25, 2021
ATTORNEY FOR PLAINTIFF:
Jason R. Smith
1505 North 19th Street
P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

Sheriff’s Sale

SHERIFF’S SALE
SHERIFF’S OFFICE
Suit No: (45) 89548-E
Date: Wednesday, October 6, 2021
CASCADE FUNDING MORT-
GAGE TRUST HB5
VS
THE UNOPENED SUCCESSION
OF ALFRED SUMLER A/K/A
ALFRED SUMLER AND THE UN-
OPENED SUCCESSION OF VIOLA
SUMLER A/K/A VIOLA SUMLER
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, AUGUST 17, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, DECEMBER 1, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that subdivision known as Charles Town, being a resubdivision of a portion of Section 40, Lots X, 1, 2, 3 & 18, Almedia Plantation, T 12 S, R 9 E, according to a plan of subdivision prepared by J.J. Krebs & Sons, Inc., dated April 12th 1971 and given final approval on February 14th, 1972, recorded in map filed #7, records of St. Charles Parish, Louisiana, said piece or portion of ground is more fully described as follows, to-wit: Lot 80, all as more fully shown on survey of J.J. Krebs & Sons, Inc., dated March 10th, 1972, all in accordance with the survey by Sterling Mandile, Surveyor, dated March 14th, 1980. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED NINE THOUSAND SIX HUNDRED SEVENTY-TWO AND 21 / 100 (\$109,672.21) DOLLARS, along with interest and attorney’s fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER’S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: October 28, 2021
November 25, 2021
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

St. Charles Parish Public Schools Board Meeting (Wednesday, October 20, 2021)
Generated by Shelly Badineaux on Thursday, October 21, 2021

Members present:
Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

Meeting called to order at 6:35 PM

1. Opening Items

1.01 Call To Order
Board President Melinda Bernard called the meeting to order.

1.02 Pledge of Allegiance
Windol Conner, a 7th grade student at RKS, led the prayer prior to Board Member John "Jay" Robichaux leading the pledge.

1.03 Roll Call
The Superintendent, Board Secretary and 7 of the 8 Board Members were present.

2. Resolutions/Proclamations

2.01 National Principals Month Proclamation
Accept the proclamation of October 2021 as National Principals Month.
Motion by John L Smith, second by John W Robichaux.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

2.02 National School Lunch Week Proclamation
Accept the National School Lunch Week Proclamation.
Motion by Clarence H Savoie, second by Ellis A Alexander.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

2.03 Louisiana Educational Diagnosticians' Month Proclamation
Accept the 2021 Louisiana Educational Diagnosticians' Month Proclamation
Motion by Ellis A Alexander, second by Alex L Suffman.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

2.04 National School Bus Safety Week Proclamation
Accept the National School Bus Safety Week Proclamation.
Motion by Arthur A Aucuin, second by Clarence H Savoie.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

2.05 Red Ribbon Week Proclamation
Accept the Red Ribbon Week Proclamation.
Motion by Alex L Suffman, second by Arthur A Aucuin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

3. Recognitions
St. Charles Parish Public Schools is fortunate to be supported by the St. Charles Public Schools Foundation, a non-profit organization that "provides great opportunities to teachers for programs, books, activities, and children's needs." The Board recognizes, and thanks the foundation for the significant impact their contributions make in the lives of children and teachers. Foundation President Debbie Suffman updated the Board and discussed the foundation's recent efforts and offered the public the opportunity to donate and specify a SCPPS school and/or teacher to aid in the Hurricane Ida recovery efforts.

4. Business Items

4.01 Minutes, September 20, 2021, Committee Meetings and September 22, 2021, Regular Board Meeting
Approve the minutes of the September 20, 2021, Committee Meetings and September 22, 2021, Regular Board Meeting, as presented to the Board.
Motion by John W Robichaux, second by John L Smith.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.02 Renewal of Medicare Advantage Plan from Humana
Approve the renewal of the Medicare Advantage Plan from Humana at an approximate cost of \$2,596,018.
Motion by John W Robichaux, second by Alex L Suffman.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.03 Authorization to Request Qualifications -- Third Party Administrator
Authorize the request for qualifications for third party administrative services.
Motion by John W Robichaux, second by Alex L Suffman.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.04 Personnel Items
Approve the personnel items as presented to the Board.
Motion by Clarence H Savoie, second by Arthur A Aucuin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.05 Policy 1.03 School Admissions Revision - First Reading
Accept revisions to Policy 1.03 - School Admissions for a first reading.
Motion by Clarence H Savoie, second by John L Smith.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.06 Policy 4.35 Leave without Pay - First Reading
Accept the revisions to Board Policy 4.35 Leave Without Pay for a first reading.
Motion by Clarence H Savoie, second by John L Smith.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.07 Approval of Potential Disciplinary Hearing Officers
Approve the attached revised list of potential disciplinary hearing officers.
Motion by Clarence H Savoie, second by Alex L Suffman.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.08 Request for Proposals - Emergency Project Management
Approve the request for proposals for emergency project management.
Motion by Alex L Suffman, second by John W Robichaux.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.09 Accounts Payable for the month of September 2021
Approve the accounts payable for the month of September 2021 as presented.

GOST

General Fund	\$ 1,522,126
Special Revenue Funds	8,678,895
Capital Projects	388,839
Debt Service Fund	0
GRAND TOTAL	\$10,591,854

Motion by Alex L Suffman, second by Arthur A Aucuin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

5. Closing Items

5.01 Standing Committee Reports
Ellis Alexander reported on the two Capital Improvements Committee items.
C.H. "Sonny" Savoie reported on the Personnel & Policy Committee items.
The Finance & Audit Committee report was given by Al Suffman.
John Smith gave the Legislative Committee report.
John "Jay" Robichaux reported on the Risk Management & Insurance Committee items.

5.02 Superintendent's Report
October 2021 - We are pleased to report that after 53 days since Hurricane Ida's passing, all schools are officially in session. It warms my heart to see students in classrooms learning at high levels and once again being nurtured by our caring staff. We would not have been able to open in such an efficient and operationally safe way without the commitment and sacrifice of so many of our employees including staff in maintenance, warehouse, transportation, child nutrition, central office, or our hurricane crew, school leaders, school custodians, and Board members. I also want to give special recognition to our emergency contractors including Creative Improvements, Pintail Construction, and Quality Janitorial Services for their extraordinary coordination of resources and manpower to repair our buildings to an operational safe state. Thank you all.

Niche - The website niche.com released its 2021 rankings this week on best schools & school districts in the country. This recognition takes into account more than just test scores. The 2021 rankings have SCPPS once again as the #3 Best School District in LA and the #1 Best School District in the New Orleans Area. We also received several other noteworthy rankings that highlight our Triple A School System:

• #2 Best School Districts for Athletes in Louisiana
• #2 Safest School Districts in New Orleans Area
• #2 Districts with the Best Teachers in New Orleans Area

This information will be shared with the community on our social media pages and website. This recognition is a credit to strong leadership from our Board Members, our students' hard work, our employees' dedication, and our community's support of public education! You can view our complete rankings at: <https://www.niche.com/k12/q/st-charles-parish-public-schools-la/rankings/>

Daylight Savings Time - Finally, as a reminder, daylight savings time ends on November 7th at 2:00 AM. Remember to set your clocks back an hour.

5.03 Meeting Adjourn
Motion by John W Robichaux, second by Arthur A Aucuin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucuin, Melinda H Bernard, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

Publish: October 28, 2021

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF AUGUST 23, 2021, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-785-5000
www.stcharlesparish.gov

Final

Council Chairman Marilyn B. Bellock
Councilmembers Beth A. Billings, Holly Fonseca,
La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs,
Nicky Dufrene, Bob Fisher, Julia Fisher-Perrier

Monday, August 23, 2021

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 9- Beth A. Billings, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Perrier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Outbre, Chief Administrative Officer Mike Palmone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darin Duha, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussan, Public Works/Wastewater Director Miles Bingham, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gordon, Justin Robert, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Ronald Fortune
Covenant Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Gibbs, to approve the minutes from the regular meeting of August 9, 2021. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2021-0229

Library Board of Control
Ms. Leann Benedict, Director

Councilwoman Fonseca spoke on the matter.
Ms. Benedict spoke on the matter.
Councilwoman Clulee spoke on the matter.
Reported

2021-0230

Parish President Remarks/Report

Sponsors: Mr. Jewell
Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BELLOCK AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, SEPTEMBER 7, 2021, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0223

An ordinance approving and authorizing the execution of a Professional Services Agreement with Richard C. Lambert Consultants, LLC., (RCLC), to perform engineering services for Barber Road Bank Stabilization (Project No. P210702), not to exceed \$243,028.00.

Sponsors: Mr. Jewell and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on September 7, 2021

2021-0224

An ordinance approving and authorizing the execution of Change Order No. One (1) - FINAL for (Parish Project No. P190502), Schexnaydre Pump Station Improvements, to increase the contract amount by \$43,529.73, and increase the contract time by 88 days.

Sponsors: Mr. Jewell and Department of Public Works/Wastewater
Publish/Scheduled for Public Hearing to the Parish Council on September 7, 2021

2021-0225

An ordinance approving and authorizing the execution of a Professional Services Agreement with EJES INCORPORATED, to perform engineering services for Kinler and Paul Frederick Roadway and Drainage Improvements (Project No. P210704), not to exceed \$385,955.00.

Sponsors: Mr. Jewell and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on September 7, 2021

2021-0232

An ordinance approving and authorizing the execution of a Professional Services Agreement with WSP USA Inc., to perform engineering services for Oxidation Pond Hwy. 3127 (Project No. S190902), not to exceed \$192,000.00.

Sponsors: Mr. Jewell and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on September 7, 2021

2021-0233

An ordinance to approve and authorize the execution of an Act of Sale by Dana A. Frickey through Designated Listing Firm GL Realty Group, LLC with Designated Agent Brandy D. Nichols for certain property located at 15090 River Road, Hahnville for the Hahnville Branch Library in the amount of \$625,000.00.

Sponsors: Mr. Jewell
Publish/Scheduled for Public Hearing to the Parish Council on September 7, 2021

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2021-0212

An ordinance to approve and authorize the execution of a contract with Pintail Contracting Services, LLC for West Bank A Plant Filter Upgrade (Project No. VVWKS 97) in the amount of \$394,304.00.

Sponsors: Mr. Jewell and Department of Waterworks
Reported: Waterworks Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 21-8-12

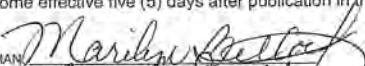
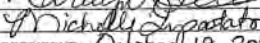
2021-0213

An ordinance approving and authorizing the execution of a Professional Services Agreement with All South Consulting Engineers, LLC., to perform engineering services for Des Allemands Bulkhead (Project No. P210601).

Sponsors: Mr. Jewell and Department of Public Works
Reported: Public Works Department Recommended: Approval
Parish President Matthew Jewell spoke on the matter.
Public Works/Wastewater Director Miles Bingham spoke on the matter.

Speakers: Ms. Romilee Broussard, Des Allemands
Ms. Claire Landry, Des Allemands

	Mr. Billy Woodruff, Des Allemands Ms. Nelda Woodruff, Des Allemands Mr. Baron Trogie, Des Allemands Mr. Paul Hogan, Des Allemands Ms. Rachelle Trogie, Des Allemands Public Hearing Requirements Satisfied
	Council Discussion Mr. Jewell spoke on the matter. Mr. Bingham spoke on the matter. Councilman Dufrene invited a representative from All South Consulting Engineers, LLC, to the podium to speak on the matter. Mr. Tim Bonura, P.E., with All South Consulting Engineers, LLC, Metairie, spoke on the matter. Councilman Gibbs spoke on the matter and asked Mr. Woodruff if his questions were answered. Mr. Woodruff spoke on the matter. Mr. Bonura spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 21-B-13
2021-0214	An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform engineering services for Evangeline Road & CN Railroad Box Culvert (Project No. P210701). Sponsors: Mr. Jewell and Department of Public Works Reported: Public Works Department Recommended: Approval Public Hearing Requirements Satisfied
	Council Discussion Parish President Matthew Jewell spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 21-B-14
2021-0220	An ordinance approving and authorizing the execution of a Professional Services Agreement with CSRS, Inc., to perform professional services and consulting services for Judge Edward Dufresne Parkway Extension (Project No. P210705). Sponsors: Mr. Jewell and Department of Public Works Reported: Public Works Department Recommended: Approval Public Hearing Requirements Satisfied
	Council Discussion Parish President Matthew Jewell spoke on the matter. Public Works/Wastewater Director Miles Bingham spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 21-B-15
2021-0221	An ordinance approving and authorizing the execution of a Professional Services Agreement with C.H. Fenstermaker & Associates, Inc., to perform engineering services for Davis Plantation Subdivision Drainage Analysis (Project No. P210703). Sponsors: Mr. Jewell and Department of Public Works Chairman Bellock stated that Administration requested that File No. 2021-0221 be postponed indefinitely. Public Hearing Requirements Satisfied A motion was made by Councilmember Fisher, seconded by Councilmember Fisher-Perrier, to Postpone Indefinitely File No 2021-0221. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Postponed Indefinitely
2021-0222	An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group (DDG), to perform engineering services for a Des Allemands Boat Launch (Project No. P210705). Sponsors: Mr. Jewell and Department of Public Works Reported: Public Works Department Recommended: Approval Speakers: Mr. Walter Pile', Destrehan Mr. Paul Hogan, Des Allemands Mr. Billy Woodruff, Des Allemands Public Hearing Requirements Satisfied
	Council Discussion Parish President Matthew Jewell spoke on the matter and invited a representative from Duplantis Design Group to the podium to speak on the matter. Mr. Tommy Buckel, with Duplantis Design Group, Thibodaux, spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 21-B-16
2019-0061	An ordinance to amend Chapter 7, Article 1 of the St. Charles Parish Code of Ordinances to add regulations to protect adjacent properties from increased runoff when fill is added to any lot of ground, by adding 7-3 "Adjacent Lot Runoff Protection." Sponsors: Mr. Dufrene Reported: Councilman Dufrene Recommended: Approval Councilman Dufrene requested Planning & Zoning Director Michael Albert give further explanation on the matter. Mr. Albert spoke on the matter. Speakers: Mr. Walter Pile', Destrehan Mr. Bobby Fauchaux, Destrehan Public Hearing Requirements Satisfied
	Council Discussion Mr. Albert spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 21-B-17
2021-0231	A resolution in support of the Planning and Zoning Commission's approval of 2021-4-SPU for a barroom in an M-1 zoning district, Lot 16, Dufresne Business Park, 15 Dufresne Loop, Luling as requested by Brandon & June Zerlingue. Sponsors: Mr. Jewell and Department of Planning & Zoning Public comment opened on the deviation, no public comment A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fisher, to deviate from the regular order of the agenda to take up File No. 2021-0231; a matter not on the agenda. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Deviated

	Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval Public comment opened Ms. Debbie Dufresne Vial, representing Jackie Bos Corporation, Luling Council Discussion Planning & Zoning Director Michael Albert spoke on the matter. Ms. Vial spoke on the matter. VOTE ON THE PROPOSED RESOLUTION Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 6579 A motion was made by Councilmember Gibbs, seconded by Councilmember Billings, to return to the regular order of the agenda. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0
	Returned
2021-0234	A resolution supporting the St. Charles Parish Public Defenders Office in executing an agreement with the Board of Trustees of the Parochial Employers' Retirement System to secure coverage for eligible officers and employees of the St. Charles Parish Public Defenders Office. Sponsors: Mr. Jewell and Department of Legal Services Public comment opened on the deviation; no public comment A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fisher, to deviate from the regular order of the agenda to take up File No. 2021-0234; a matter not on the agenda. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0
	Deviated
	Reported: Legal Services Department Recommended: Approval Legal Services Director Corey Oubre deferred to Mr. Fenwick Swann, District Public Defender, 26th Judicial District Public Defender's Office to explain. Mr. Swann spoke on the matter. Public comment opened, no public comment Council Discussion Parish President Matthew Jewell spoke on the matter. VOTE ON THE PROPOSED RESOLUTION Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 6580 A motion was made by Councilmember Gibbs, seconded by Councilmember Billings, to return to the regular order of the agenda. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0
	Returned
APPOINTMENTS	
2021-0226	A resolution to appoint a member to the Industrial Development Board. Vacancy Announced
2021-0227	A resolution to appoint a member to the Industrial Development Board. Vacancy Announced
2021-0228	A resolution to appoint a member to the Industrial Development Board. Vacancy Announced
ADJOURNMENT	
	A motion was made by Councilmember Gibbs, seconded by Councilmember Darenbourg Gordon, to adjourn the meeting at approximately 7:57 pm. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0
	I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.  Michelle Impastato Council Secretary
Publish: October 28, 2021	
	Public Notice
	THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, OCTOBER 18, 2021, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.
2021-0223	INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 21-10-2	An ordinance approving and authorizing the execution of a Professional Services Agreement with Richard C. Lambert Consultants, LLC., (RCLC), to perform engineering services for Barber Road Bank Stabilization (Project No. P210702), not to exceed \$243,028.00.
WHEREAS,	St. Charles Parish desires to reinforce portions of the canal embankment adjacent to Barber Road to stabilize Barber Road; and,
WHEREAS,	the project will provide bank stabilization by installing sheet piles along the south side of Barber Road from Wisner Street and South Street; and,
WHEREAS,	the Professional Services Agreement between St. Charles Parish and Richard C. Lambert Consultants, LLC., describes the details of the proposed services and compensation.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:	
SECTION I.	That the Professional Services Agreement between St. Charles Parish and Richard C. Lambert Consultants, LLC., to perform engineering services as required by the Department of Public Works for Barber Road Bank Stabilization (Project No. P210702), not to exceed \$243,028.00 is hereby approved and accepted.
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:	BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS:	NONE
ABSENT:	NONE
	And the ordinance was declared adopted this 18th day of October, 2021, to become effective five (5) days after publication in the Official Journal.
	CHAIRMAN:  SECRETARY:  CLVD/PARISH PRESIDENT: October 19, 2021 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Math Jurek
RETRO/SECRETARY: October 19, 2021
AT: 3:39pm REGD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2021 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and RICHARD C. LAMBERT CONSULTANTS, LLC., (RCLC), a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for BARBER ROAD BANK STABILIZATION Project No. (P210702) as described in Ordinance No. 21-10-2 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

BARBER ROAD BANK STABILIZATION
Projects No. (P210702)

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.

3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.

3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Consultant may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

- a. A copy of the Owner's written authorization to perform the service.
- b. Timesheets for all hours invoiced.
- c. Invoice copies, logs or other substantiation of non-salary expenses.

8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:

- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
- b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.

8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.

11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.

12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.

12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.

12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

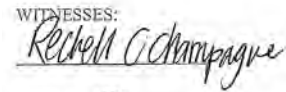
For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

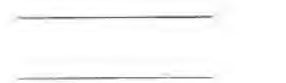
WITNESSES:




ST. CHARLES PARISH


By: Matthew Jewell
Parish President
10/19/21
Date:

WITNESSES:



RICHARD C. LAMBERT
CONSULTANTS, LLC


By:

Date:

ATTACHMENT "A"
BARBER ROAD BANK STABILIZATION
Projects No. (P210702)

Project Scope:

The project will consist of the following tasks:

Task 1 - Topographic Survey

The Engineer will provide all survey services. The limits of the topographic survey shall be along Barber Road, from the turn in the canal, northeast of the Paradis Volunteer Fire Department, extending northerly to where the canal turns in a northwest direction, approximately 500' northeast from the intersection of Barber Road and Eula Street. Along the route, the northwesterly limits shall be to the apparent right-of-way, and the southeasterly limits shall be 10' beyond the southeast canal bank. The total length of the route is approximately 3,650 linear feet.

Survey Work will conform to the following:

Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation should be incorporated with any new monuments. Existing monuments located within the vicinity may be used in lieu of setting new monuments.

The topographic survey will consist of the following scope of services:

1. Establish a baseline along the route. The beginning, end, and points of intersection set shall be referenced by three-point ties to topographic features in the area. This baseline shall also be referenced to the Louisiana State Plane Coordinate System, South Zone, NAD 1983 (2011).
2. Establish Temporary Benchmarks (TBM) along the route at 500' intervals. The vertical datum shall be referenced to N.A.V.D. 1988 (Geoid 12B).
3. Locate existing improvements within the designated Limits of Survey. This is to include edge of pavement, adjoining swales and culverts, buildings, fences, light standards, traffic control devices, signage, structures, pavement, swimming pools, and other topographic features.
4. Locate visible above ground utilities and those underground utilities with visible surface evidence. The Surveyor will make a request to Louisiana One Call to mark the underground utilities in the project area. The Engineer and the surveyor are not responsible for errors with, or information not provided by Louisiana One Call, or the controlling agencies. Any obtained utility information shall be plotted on the survey to Quality Level D standards.
(a) Note: Any data provided by the Owner (as-built or GIS) prior to the original final deliverable being submitted shall be used to help locate utilities and shown per plan on the deliverable. The Engineer and the surveyor are not responsible for obtaining this information.
5. Determine depth, size, and type of pipes within surface observable drainage, sewerage, and water structures as established above. In the event the structure or pipe is filled with impassible debris, it shall be noted why the invert cannot be obtained.
6. Spot elevations taken at 50' intervals within the Limits of Survey.
7. Locate property corners along the route to establish the apparent rights-of-way.
(a) Note: This proposal does not include establishing the actual rights-of-way. The surveyor shall show apparent right-of-way lines using found monumentation and fence lines.

Topographic Survey Deliverables will consist of the following:

- A. Provide detailed indelible prints showing plan and baseline profile views with cross sections on appropriately sized paper, clearly showing all the items listed above, to scale.
- B. Provide a high-resolution PDF of Item A above.
- C. Provide a Three-Point Tie Worksheet.
- D. AutoCAD drawing files in DWG format. The file versions shall be:
 - a. AutoCAD Civil 3D 2018
 - b. AutoCAD 2004

E. Electronic deliverables shall be provided via a download link.

Task 2 – Geotechnical

2.1 Field Exploration- Propose drilling a total of five (5) undisturbed soil borings for the project. The borings will each be drilled to a depth of 40 feet below the pavement or ground surface.

The borings will be advanced by dry auger or wash methods using rotary type drilling equipment. The boreholes will be backfilled in accordance with LA DOTD requirements. An asphalt patch will be placed at the surface of borings drilled within the roadway.

The soil borings will be sampled continuously or on approximate 5 foot centers. Undisturbed steel wall tube samples (similar to ASTM D 1587) will be secured in cohesive materials and standard penetration tests (similar to ASTM D 1586) will be performed in cohesionless or semicohesive soils.

2.2 Laboratory Testing- Geotechnical laboratory testing will be performed on selected samples collected during the exploration. All tests are performed in general accordance with the appropriate ASTM standards. In general, the testing program is expected to consist of the following tests:

- I. Strength tests (unconfined and/or triaxial)
- II. Classification tests (Atterberg Limits and/or particle size)
- III. Others as appropriate

Samples will be retained for a maximum period of 30 days from the issuance of the geotechnical report. Retaining samples beyond 30 days will require written notice from the Owner and negotiation of charges for storage.

2.3 Geotechnical Engineering- Following the collection of the field and laboratory data, a geotechnical engineer will perform the evaluations necessary to characterize the subsoil conditions of the site and develop the following engineering recommendations and analyses. Survey cross sections will be required for the stability analyses.

- a) Slope stability analyses
- b) Bank stabilization recommendations
- c) Sheet pile design parameters (tip depth, bending moment, etc). The design fee only considers a cantilever design and additional compensation may be requested if tie-backs will be required
- d) Flexible pavement design recommendations
- e) General construction procedures and recommendations

Findings, conclusions, and recommendations will be presented in a report signed by a Professional Engineer registered in the State of Louisiana.

The Engineer will use Gulf South Engineering and Testing, Inc as a sub-consultant to perform all of the geotechnical engineering described in Task 2.

Task 3 - Conceptual Plans and Utility Conflict Review

Conceptual Plans will include but not be limited to the following sheets.

Barber Road Typical Section

Based on the geotechnical pavement recommendation, this plan will include dimensioning of the roadway, show the recommended thickness and type for pavement, base and sub-base, show typical canal dimensions and typical placement of sheet piles, and will indicate the right-of-way or apparent right-of-way found from the topographic survey.

Canal Cross Sections

This plan will include cross sections spaced at 250 feet intervals for the provided project limits between Wisner Street to South Street (estimated 7 cross sections will be provided). Cross sections will show existing and required canal bottom and side slopes, roadway pavement, and proposed sheet pile.

Additionally, to accompany the provided conceptual plans sheets, The engineer will prepare a utility conflict matrix to indicate any utilities found during the topographic survey that are within the limits of the canal. The Engineer will show utility type, indicate conflict area, and provide recommendations to avoid or relocate. The Engineer will review the requirements for existing utilities which may be affected by this project and will work to minimize any disruptions of utilities for property owners as much as possible during construction.

The Engineer will provide drainage pipe information from the topographic survey so Owner can review and determine if any existing drainage pipes should be replaced.

Upon submittal of the Conceptual Plans and utility conflict review, the engineer will meet with the Owner to present and discuss findings. Owner will review and provide guidance on design to move into next design phase.

Task 4 – Preliminary Plans

The Engineer will prepare preliminary plans, initial opinion of probable construction costs, and work to identify any major issues that may need to be addressed as part of this project that could impact the project cost. The preliminary plans will include roadway work, typical sections, sheet pile design, plan and profile sheets, cross sections every 100 feet along project, and suggested means for maintaining traffic during construction (i.e. detour signing, temporary widening of Barber Road, etc) for local use that will be provided for review and acceptance by the Owner. Based on the Preliminary Plan that meets Owner approval, The engineer will proceed with the preparation of Final Plans.

Task 5 – Final Plans

This phase of the work will include the preparation of Final Plans, Specifications, and contract documents necessary for the project. This will include final details on all sheets and any plan profile sheets (if required), typical sections, cross sections, grading plans, construction details, pavement markings, suggested sequence of construction plans, and miscellaneous details. Plans will show the location and design of junction boxes, pipe lengths, tie-ins to drainage system, and utility adjustments. The Engineer will assist the Owner in obtaining required permits and necessary approvals associated with the work within the project limits.

These plans are to include locations of utilities found to be affected by proposed improvements. The existence and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the topographic survey.

The Engineer will utilize and adhere to all reasonable design practices, methodologies and applicable codes, regulations, and directions listed within, but not limited to, St. Charles Parish Guidelines.

Final Plans will be developed using CADD and will generally consist of, but are not limited to, the following sheets:

- A. General Drawing Sheets which will include Title Sheet/Location Map, Index of Drawings/Notes, Summary of Quantities, Abbreviations and Symbols.
- B. General Civil Drawing Detail Sheets which will include plans, sections and miscellaneous Civil Discipline details as required for successful construction.
- C. Civil and Structural Drawing Sheets which will include plans, sections and sufficient detail drawings as required for successful fabrication and construction.

The Engineer will also prepare the following during the Final Plan phase:

- i. Prepare necessary applications for permits for submission to and approval of local, state, and federal authorities.
- ii. Prepare a detailed Final Opinion of Probable Construction Cost.
- iii. Coordinate with proper utility companies the adjustment, relocation or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements. The Engineer will inquire with all impacted utilities in regard to the viability of any required utility modifications.

The Engineer will attend Council meetings and other meetings as necessary to discuss issues or progress associated with the project. The Engineer will attend a minimum of two (2) Final Plan design coordination meetings with OWNER.

Task 6 – Bidding Phase

The Engineer will provide the following assistance during the Bidding phase:

- a) Assist the OWNER in obtaining bids, attend bid opening, make tabulation and analysis of bids received, verify qualifications of low

- bidder, make recommendations and render assistance in award of contracts.
- b) Furnish ten (10) sets of plans and specifications for the bid process. The contract documents will be sold at a cost allowed by State law. To cover the cost of reproduction and sale, the engineer will retain all funds generated by the sale of these contract documents.
- c) The Engineer will respond to questions generated by purchasers of the contract documents and will conduct a formal pre-bid meeting no later than two (2) weeks prior to actual project bid date. The Engineer will prepare and distribute clarifications and addenda necessary to address questions that are received in writing during the advertisement period.
- d) Prepare and distribute all necessary addenda.
- e) Attend Council meetings and other meetings as necessary to discuss issues or progress associated with the project

ATTACHMENT "B"
BARBER ROAD BANK STABILIZATION
Projects No. (P210702)

Project Schedule:

Timeline The anticipated timeline, after receiving NTP, for services listed in Tasks 1 to 6 below are as follows:

Task 1: Topographic Survey	2.5 months
Task 2: Geotechnical	1 month
Task 3: Conceptual Plans and Utility Conflict Review	1 month
Task 4: Preliminary Plans	1 month
Task 5: Final Plans	2 months
Task 6: Bidding Phase	1.5 months

Estimated Project Timeline (Tasks 1 to 6) 9 months

ATTACHMENT "C"
BARBER ROAD BANK STABILIZATION
Projects No. (P210702)

Project Cost:

For all services outlined in Attachment A and any other services required for this project, the OWNER shall pay the ENGINEER on the basis of their certified and itemized salary costs unless noted as lump sum.

For each task in and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum cumulative fee that can be charged for all work on this contract, shall not exceed \$243,028.00 unless increased by contract amendment approved by the St. Charles Parish Council.

Basic Engineering Services:

Preliminary Phase	\$55,895.00
Design Phase	\$97,211.00
Bidding Phase	\$12,152.00

Supplemental Services:

Topographic Survey	\$37,775.00	(lump sum)
Geotechnical	\$13,200.00	(lump sum)
Conceptual Plans and Utility Conflict Review	\$26,795.00	

2021-0224

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS/WASTEWATER)

ORDINANCE NO. 21-10-3

An ordinance approving and authorizing the execution of Change Order No. One (1) - FINAL for (Parish Project No. P190502), Schexnaydre Pump Station Improvements, to increase the contract amount by \$43,529.73, and increase the contract time by 88 days.

WHEREAS, Ordinance No. 20-8-10 adopted August 10, 2020 by the St. Charles Parish Council awarded construction of Parish Project No. P190502, Schexnaydre Pump Station Improvements, to Fleming Construction Company, L.L.C. in the amount of \$654,016.00; and,

WHEREAS, it is necessary to increase the contract price by \$43,529.73 and increase the number of days by 88 to balance project quantities with contract quantities. Final contract price will be \$697,545.73.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. One (1) - FINAL for Schexnaydre Pump Station Improvements, (Parish Project No. P190502), to increase the contract amount by \$43,529.73 and increase the contract time by 88 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, BELLOCK, FISHER, FISHER-PERRIER
NAYS: DUFRENE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of October, 2021, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Michelle Caputo
DLVO/PARISH PRESIDENT: October 19, 2021
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 19, 2021
AT: 3:39 pm RECD BY:

SECTION 00806

CHANGE ORDER

No. One (1) - FINAL

DATE OF ISSUANCE July 15, 2021 EFFECTIVE DATE: July 15, 2021

OWNER St. Charles Parish Department of Public Works
CONTRACTOR Fleming Construction Company, L.L.C.
Contract: P190502 Schexnaydre Pump Station Improvements
Project: Schexnaydre Pump Station Improvements
OWNER's Contract No. P190502 ENGINEER's Contract No. 2019-21-740
ENGINEER Evans-Graves Engineers, Inc.

You are directed to make the following changes in the Contract Documents:

Description: See attached example on how to fill in this information

1. Delete the Following Work Items: (none)
a. Contract Item #: 10 - Relocation of Infrastructure
Delete item in its entirety. (-\$ 30,000.00)
Total of Deleted Items = (-\$30,000.00)

2. Add the Following Work Items:
a. New Contract Item #: X1-01 - Custom-length drive shaft with torsional coupling
Addition of \$3,070.00 (L.S.). See attached executed WCD-01 for details.
b. New Contract Item #: X1-02 - Discharge Bell
Addition of \$ 16,325.88 (L.S.). See attached executed WCD-02 for details.
c. New Contract Item #: X1-03 - PTO and drive shaft modifications
Addition of \$ 8,654.00 (L.S.). See attached executed WCD-04 for details.
d. New Contract Item #: X1-04 - Extended Bypass Pumping
Addition of \$45,479.85 (L.S.). See attached FCP-05 for details.
Total of Added Work Items = (+\$73,329.73)

3. Revise the Following Work Item Quantities: (none)
Total of Change in Work Items Quantity = (+/- \$0.00)

Reason for Change Order: List a reason for each line item listed above. See attached example on how to fill in this information

1. Deleted Work Items
a. No hidden infrastructure was found during the work which required relocation.
2. Add Work Items
a. Fabricate and install custom length drive shaft with torsional coupling to keep larger motor out of usable walkway space on pump deck.
b. Fabricate and install discharge bell for end of new discharge pipe to calm flow velocities and minimize erosive forces from the new pump into the Canal.
c. Furnish and install new Power Take-off (PTO) as required by St. Charles Parish for operation, and associated modifications to driveshaft; all as coordinated with and discussed in correspondence with St. Charles Parish and at the Bi-Weekly Construction Progress Meeting of 3-16-2021.
d. Maintain and operate the existing (2) rented bypass pumps onsite beyond the contract end time in order for the Parish to perform replacement of a deteriorated beam in the discharge basin.
3. Revise Work Item Quantities (N/A)

Attachments: executed WCD-01, executed WCD-02, executed WCD-04, Fleming proposal FCP-05

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 654,016.00	Original Contract Times: Substantial Completion: 180 Ready for final payment: 210 (days or dates)
Net Increase (Decrease) from previous Change Orders No. N/A to N/A \$ 0.00	Net change from previous Change Orders No. N/A to No. N/A: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price prior to this Change Order: \$ 654,016.00	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment: 210 (days or dates)
Net increase (decrease) of this Change Order: \$ 43,529.73	Net increase (decrease) this Change Order: Substantial Completion: 88 Ready for final payment: 88 (days)
Contract Price with all approved Change Orders: \$ 697,545.73	Contract Times with all approved Change Orders: Substantial Completion: 268 Ready for final payment: 298 (days or dates)

RECOMMENDED: APPROVED: ACCEPTED:
By: [Signature] By: [Signature] By: [Signature]
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 7/21/2021 Date: 10/19/21 Date: 7/24/21

2021-0232

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 21-10-4

An ordinance approving and authorizing the execution of a Professional Services Agreement with WSP USA Inc., to perform engineering services for Oxidation Pond Hwy. 3127 (Project No. S190902), not to exceed \$192,000.00.

WHEREAS, St. Charles Parish desires to have additional wastewater capacity on the West Bank; and,

WHEREAS, the study is to display a feasible alternative for an oxidation pond along Hwy. 3127; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and WSP USA Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and WSP USA Inc., to perform engineering services as required by the Department of Public Works for Oxidation Pond Hwy. 3127 (Project No. S190902), not to exceed \$192,000.00 is hereby approved and accepted.

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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of October, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Michelle Caputo
DLVO/PARISH PRESIDENT: October 19, 2021
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 19, 2021
AT: 3:39 pm RECD BY:

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the day of , 2021 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and WSP USA INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for OXIDATION POND HWY. 3127 Project No. (S190902) as described in Ordinance No. 21-10-4 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

- 2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

OXIDATION POND HWY. 3127
Projects No. (S190902)

- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.

3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

a. A copy of the Owner's written authorization to perform the service.

b. Timesheets for all hours invoiced.

c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:

a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.

b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond

a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

Redell Champagne
Billy Raymond

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

10/19/21
Date:

WITNESSES:

WSP USA INC.

By: Max J. Nassar
Vice President and
Senior Managing Director

ATTACHMENT "A"

OXIDATION POND HWY. 3127
Project No. (S190902)

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

General

The purpose of this Task Order is for the joint consultant team of WSP USA, Mott MacDonald, and ELOS Environmental ("CONSULTANT TEAM") to provide professional services for the planning and preliminary evaluation of the necessary wastewater treatment capacity expansion for the St. Charles Parish Department of Public Works and Wastewater ("the PARISH").

Background

The PARISH desires additional wastewater capacity to accommodate future residential growth. It has been reported that the PARISH's sanitary collection system currently accommodates 4,658 residential connections and 371 commercial connections. It is also reported that there are no known metal- containing industrial waste or other deleterious materials in the collection to the Hahnville Facility.

Provisionally, the PARISH desires that the initial added capacity accommodate two million gallons per day ("MGD") with future capacity of four MGD and a peak hourly factor of two.

The PARISH also desires that any additional capacity improve effluent quality and increase wet weather capacity. Precise effluent limits are not immediately known, but the most recent permit renewal for the Luling Oxidation Pond to the Louisiana Department of Environmental Quality ("LDEQ") dated 26 April 2021 identifies effluent limits of 30 mg/l 5-day biochemical oxygen demand ("BOD") and 90 ml/ g total suspended solids ("TSS"). The permit identifies no effluent limits for total nitrogen ("TN") or Phosphorus ("P").

The PARISH has tentatively identified two alternatives:

1. Rehabilitation and expansion of the existing Hahnville activated sludge facility, or
2. A new, separate lagoon-type wastewater treatment system (oxidation pond) to be located near Hahnville along Louisiana Highway 3127.

NOTE: Upon examination of the two alternatives proposed by the PARISH and comparison with experience on similar projects, the CONSULTANT TEAM anticipates that the oxidation pond alternative will be the least capex- and opex-intensive and, for expedience, proposes that this planning-level study focus solely on that option. If the study fails to justify the feasibility of the oxidation pond alternative (site conditions, regulatory obstacles, etc.) or reveals objectionably high cost, the CONSULTANT TEAM shall develop and deliver to the PARISH a separate scope to evaluate the feasibility of expanding the existing Hahnville activated sludge facility.

Proposed Task Work

The CONSULTANT TEAM proposes to conduct a planning-level study to evaluate available data and establish a basis-of-design concept for a new lagoon-type wastewater treatment system (oxidation pond) to discharge into a natural wetland for wetland assimilation.

Study Components

The CONSULTANT TEAM shall devise a viable treatment process scenario using oxidation lagoon, or comparable process, to satisfy project parameters and develop a concept report to:

1. Topographical survey of the proposed project limits using LIDAR data.
2. Preliminary Biological/ Ecological Survey of the proposed site conducted by a qualified Wildlife Biologist to define the types of flora and fauna native to the area and determine if any protected species are present which would impact the proposed construction, and to evaluate impacts associated with emergency discharge, e.g., highly-chlorinated combined sewage.
3. Identify and describe the major components of the recommended new facility
4. Prepare process configuration, including diagrams and figures that detail
 - a. Anticipated flow, with capacities and volumes,
 - b. Hydraulic profile,
 - c. Organic loading profile.
5. Prepare a preliminary site plan showing operations and unit processes, including screening, recycle flows, disinfection, flow metering, and sampling strategies.
6. Provide recommended operation and control strategies,
7. Discuss the receiving water body classification and corresponding water quality standards,
8. Discuss effects of an oxidation pond on the Hahnville Plant.
9. Prepare a planning-level, estimate of probable construction costs.

Facility Components

The Study anticipates that the new wastewater treatment facility will be a lagoon-type wastewater treatment system (oxidation pond) and provisionally incorporate the following principal components:

- Two-cell (minimum) lagoon.
- Aeration system.
- Circulation pumps between second and first ponds.
- Pond dike
- Headworks that includes mechanical trash rake/ bar screening
- Emergency relief structure, including emergency disinfection
- Open-channel UV disinfection
- Provision for standby power
- Utility building to house electrical service and for miscellaneous storage.

At their option, the CONSULTANT TEAM may reconcile the evaluation findings by adding or deleting components.

Performance Assumptions

Provisionally, the Study shall:

- (1) Rely on initial volume limits identified by the PARISH: 2 MGD (average) and 4 MGD (peak), and a future volume that is twice the initial volume;
- (2) Rely on the most recent permit renewal of the existing Luling Oxidation Pond effluent limits of 30 mg/l BOD and 90 ml/ g TSS;
- (3) Assume the new facility will receive influent from residential and commercial connections with no metal or hazardous material-containing industrial waste or other deleterious materials;
- (4) Assume that the new facility will discharge to a natural wetland of the Cypress-Tupelo type via multiple outfalls.

Services Provided by the Owner

The CONSULTANT TEAM recognizes that the PARISH retains professional services from other consultants that will be necessary for completion of this study. As such, the CONSULTANT TEAM shall rely on the following subconsultant services provided and paid separately by the PARISH:

- (5) Wetlands Delineation Study identifying probable pond limits, suitable for submission to the U.S. Army Corps of Engineers for a jurisdictional determination provided by ELOS Environmental under separate contract with the PARISH.
- (6) Geotechnical investigations including a soil survey of the proposed site which includes gathering data on soil layers, condition of soil in place, drainage characteristics, depth of water table, and soil profile. Methods used may include test pits, test borings, and/ or geoprobe.
- (7) Incoming wastewater characterization data as recorded by the PARISH.

Deliverables

The CONSULTANT TEAM shall provide a draft concept report described in Section 2, above.

Estimated Delivery: Within 6 months of the notice-to-proceed, contingent upon confirmation of third-party information described in Section 3.0, above.

Review Comments. The PARISH shall provide review comments to the CONSULTANT TEAM for each submittal. The CONSULTANT TEAM shall incorporate review comments into a final submittal.

ATTACHMENT "B"

OXIDATION POND HWY. 3127
Project No. (S190902)

Project Schedule:

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

Number of Days to Complete

Preliminary Design

180

ATTACHMENT "C"

OXIDATION POND HWY. 3127
Project No. (S190902)

Project Cost:

The fee for services identified in Attachment A "Scope of Work" shall not exceed \$192,000.00, to be billed monthly by time and materials and are detailed below.

Fee Detail

1.0	Existing Conditions Investigation	\$78,600
	Review environmental site assessment	
	Research and summary of permitting requirements	
	Site Survey	
	Establish design parameters (design flow and influent characteristic)	
	Draft Feasibility Report	
	Client and Regulator Meetings (by local staff or teleconference)	
2.0	Concept Design	\$54,400
	Existing conditions and code review	
	Basis of Design Report	
	Drawings, electronic format	
	Draft Specifications, electronic format	
	Construction cost estimate, electronic format	
3.0	Environmental Services	\$59,000
	Analysis of planned WWTB Discharge	
	Analysis of Potential Wetland	
	Identification of Candidate Sites	
	Coordination with Regulatory Agencies	
	Total	\$192,000

2021-0233

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 21-10-5

An ordinance to approve and authorize the execution of an Act of Sale by Dana A. Frickey through Designated Listing Firm GL Realty Group, LLC with Designated Agent Brandy D. Nichols for certain property located at 15090 River Road, Hahnville for the Hahnville Branch Library in the amount of \$625,000.00.

WHEREAS, the St. Charles Parish Library Board of Control, at its meeting of July 20, 2021, approved the purchase of the facility located at 15090 River Road in Hahnville for \$625,000.00 to house the Hahnville Branch Library; and,

WHEREAS, the Library Board of Control has adequate funds in its 2021 Budget to purchase said property.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by and between Dana A. Frickey and St. Charles Parish in the amount of \$625,000.00 for certain property located at 15090 River Road, Hahnville for the Hahnville Branch Library is hereby approved and accepted

SECTION II. That the Parish President is hereby authorized to execute said Act of Sale on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, CLOLEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: DARENSBOURG GORDON

ABSENT: NONE

And the ordinance was declared adopted this 18th day of October, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

CLVD/PARISH PRESIDENT: October 19, 2021

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT:

RET/SECRETARY: October 19, 2021

AT: 3:29 pm RECD BY: [Signature]

AGREEMENT

UNITED STATES OF AMERICA

TO BUY AND SELL

STATE OF LOUISIANA

REAL ESTATE

PARISH OF ST. CHARLES

THIS AGREEMENT made by and between OLD PINE VENTURES, LLC (hereinafter called

"Vendor or Seller"), through Designated Listing Firm GL Realty Group, LLC with Designated

Agent Brandy D. Nichols, and St. Charles Parish (hereinafter called "Purchaser"), whose address is for purposes hereof is P. O. Box 302, Hahnville, LA, on this 5 day of August, 2021;

WITNESSETH:

1. In consideration of the mutual obligations undertaken herein, Vendor does hereby agree to sell and Purchaser does hereby agree to buy, subject to the terms and conditions hereinafter set forth, a certain portion of ground, situated in St. Charles Parish, and more particularly described as follows, to-wit:

All of the property described as Tract C-2A, being a resubdivision of Tract C-1 & Tract C-2 of the James P. Vial estate situated in Sections 18 & 22, T-13-S, R-20-E and having the municipal address of 15090 River Road, Hahnville, LA 70057

2. The purchase price shall be the sum of SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS (\$625,000.00) DOLLARS, cash.
3. Vendor shall tender to Purchaser a good, valid, and merchantable record title to said property, provided that expired mineral reservations and expired mineral leases shall not be considered as adversely affecting merchantability. This sale is subject to mineral reservations in favor of Vendor.
4. Sale is subject to the approval of the St. Charles Parish Council. Seller agrees that if there is denial by the Parish Council, this contract is null and void and there will be no liability on behalf of the Parish to the Seller.
5. The Property will be sold "As Is", "Where Is", without warranty as to its condition. Buyer waives all warranties pertaining thereto and Purchaser releases Vendor from all environmental liabilities.
6. All inspections and/or inspection reports regarding the property are to be confidential to the extent permitted and otherwise covered by Louisiana State Law.
7. The BUYER shall have an inspection and due diligence period of (25) calendar days, commencing the first day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi, hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to investigation into the property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The agrees to provide the utilities for inspections and immediate access. Inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the property or all utilities are not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection and due diligence period:
Option 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
or
Option 2: The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within seventy-two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies ("SELLER'S Response").

Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or seventy-two (72) hours from the date that

the SELLER'S Response was due, whichever is earlier, to: (a) accept the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH ABOVE WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

8. The Act of Sale will be executed before Purchaser's Notary Public, at Purchaser's expense, on or before October 28, 2021, provided that in the event bona fide curative work is required to remedy any title defects, the date for the passage of the Act of Sale shall be extended for a period of fifty (50) days.

9. The Act of Sale, when executed, shall be upon the following terms and conditions:

(a) The entire purchase price shall be paid at the execution of the Act of Sale.

(b) Taxes for the calendar year in which the sale is completed shall be prorated as of the date of execution of the Act of Sale.

(c) Vendor shall deliver possession and occupancy at the execution of the Act of Sale.

10. In the event that either party defaults and fails to perform its obligations under this Agreement, then the other party may demand specific performance.

11. The prevailing party in any action or proceeding arising out of or pertaining to this Agreement has the right to recover from the other party all reasonable attorneys' fees, court costs, and other expenses incurred in connection to this Agreement.

12. All notices or communications required or permitted hereunder shall be deemed to have been made upon being deposited in the United States mail, postage prepaid, addressed to the party being notified at its stated address above.

13. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, successors, and assigns.

IN WITNESSES WHEREOF, this Agreement is executed by the parties hereto on the day, month and year hereinabove first written.

WITNESSES:



BY: DANA A. FRICKEY

OLD PINE VENTURES, LLC:



BY: DANA A. FRICKEY

08/05/2021



BY: MATTHEW JEWELL

PARISH PRESIDENT

08/17/2021

2021-0252

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 21-10-6

An ordinance to suspend the enforcement of the Preliminary Digital Flood Insurance Map elevation requirements for non-repetitive loss properties for a period of 12 months from the passage of this ordinance, for structures damaged or destroyed by Hurricane Ida.

WHEREAS, the Zoning Ordinance of 1981, Section XX.C.2 as amended, requires that new construction and properties significantly improved or damaged (greater than 50% of the structure's value) be elevated according to the November 9, 2012 report titled "The Flood Insurance Study for the Parish of St. Charles" commonly referred to as the Preliminary DFIRM; and,

WHEREAS, the Preliminary DFIRM is generally 2 to 6 feet higher than homes in existing neighborhoods; and,

WHEREAS, forcing so many homes to elevate due to "significant damage" could create drainage issues as the changes were meant to be gradual as new homes and neighborhoods are built; and,

WHEREAS, forcing so many homes to elevate due to "significant damage" where no or minimum flood risk exist would be a burden on homeowners and would drastically slow the recovery from Hurricane Ida.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the enforcement of the Preliminary Digital Flood Insurance Map elevation requirements for non-repetitive loss properties is hereby suspended for a period of 12 months, for structures damaged or destroyed by Hurricane Ida, and to be effective immediately.

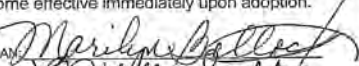
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

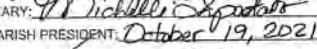
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

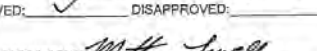
ABSENT: NONE

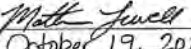
And the ordinance was declared adopted this 18th day of October, 2021, to become effective immediately upon adoption.

CHAIRMAN: 

SECRETARY: 

CLVD/PARISH PRESIDENT: October 19, 2021

APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: October 19, 2021

AT: 3:39 pm RECD BY: 

2021-0257

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)

RESOLUTION NO. 6585

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana and St. Charles Parish regarding the allocation of \$950,000.00 to be utilized for infrastructure improvements and parks.

WHEREAS, Act 119 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditures of State funds; and,

WHEREAS, Act 119 of 2021 Regular Legislative Session contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$950,000.00 in State Aid to Local Government Entities State General Fund Direct funding for infrastructure improvements and parks; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2021 through June 30, 2022; and,

WHEREAS, St. Charles Parish will utilize these funds for infrastructure improvements and parks; and,

WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana and St. Charles Parish for funding to complete infrastructure improvements and parks.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this agreement.

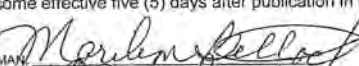
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

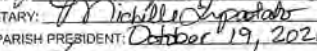
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

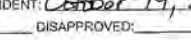
And the resolution was declared adopted this 18th day of October, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

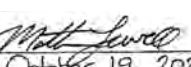
CLVD/PARISH PRESIDENT: October 19, 2021

APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: October 19, 2021

AT: 3:39 pm RECD BY: 

PARISH PRESIDENT: 

RETD/SECRETARY: October 19, 2021

AT: 3:39 pm RECD BY: 

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT (Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, Hahnville, LA 70057 hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Act 119 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 119 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of NINE HUNDRED FIFTY THOUSAND & NO/100 (\$950,000) DOLLARS has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Infrastructure improvements and parks;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 119 of 2021 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II
SCOPE OF SERVICES

2.1 The Contracting Party shall: Complete infrastructure improvements and parks within St. Charles Parish.

2.2 Deliverables: Spend \$950,000 to complete infrastructure improvements and parks within St. Charles Parish by June 30, 2022.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of NINE HUNDRED FIFTY THOUSAND, & NO/100 (\$950,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the prior approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 119 of 2021 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III
CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report and Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved Goals in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (Please check one):

☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed only with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement

(collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2022, **MUST**, under all circumstances, be received by the Agency no later than July 15, 2022, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 119 of 2021 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2022.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 **Taxes:** The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6001208**.

**ARTICLE V
TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which 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 State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI
TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII
OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII
ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX
FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X
AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI
AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement**. This agreement may not be amended after the expiration date.

**ARTICLE XII
FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII
TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 deadline without legislative action and approval.

**ARTICLE XIV
DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES: **DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA**

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 19th day, of Oct., 20 21

WITNESSES: **Contracting Party**

Reckell C. Champagne

Matthew Jewell
Authorized Person

Billy Raymond

Matthew Jewell, Parish President
Print Name and Title

2021-0258

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)**

RESOLUTION NO. 6586

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana and St. Charles Parish regarding the allocation of \$750,000.00 to be utilized for the Judge Edward Dufresne Parkway Extension.

WHEREAS, Act 119 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditures of State funds; and,

WHEREAS, Act 119 of 2021 Regular Legislative Session contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$750,000.00 in Hotel/Motel Sales Tax Dedication St. Charles Parish Enterprise Fund funding for the Judge Edward Dufresne Parkway Extension; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2021 through June 30, 2022; and,

WHEREAS, St. Charles Parish will utilize these funds for the surveying, geotechnical testing and engineering associated with the Judge Edward Dufresne Parkway Extension; and,

WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana and St. Charles Parish for funding for the Judge Edward Dufresne Parkway Extension.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this agreement.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: **BILLINGS, FONSEGA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER**

NAYS: **NONE**

ABSENT: **NONE**

And the resolution was declared adopted this 18th day of October, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Suprin

SECRETARY: Michelle Suprin

DLVD/PARISH PRESIDENT: October 19, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: October 19, 2021

AT: 3:39 pm RECD BY: [Signature]

STATE OF LOUISIANA

**COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)**

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, Hahnville, LA 70057 hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 **WHEREAS,** Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 **WHEREAS,** Act 119 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 119 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of **SEVEN HUNDRED FIFTY THOUSAND & NO/100 (\$750,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 **WHEREAS,** the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 **WHEREAS,** the public purpose is described as: the extension of Judge Edward Dufresne Parkway;

1.5 **WHEREAS,** the Contracting Party has provided all required information in accordance with Act 119 of 2021 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E."

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE II
SCOPE OF SERVICES**

2.1 The Contracting Party shall: Begin surveying, geotechnical testing, and engineering for the extension of Judge Edward Dufresne Parkway.

2.2 Deliverables: Spend \$750,000 on surveying, geotechnical testing, and engineering for the extension of Judge Edward Dufresne Parkway.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)**

outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of SEVEN HUNDRED FIFTY THOUSAND, & NO/100 (\$750,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 119 of 2021 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III
CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates; the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2022, MUST, under all circumstances, be received by the Agency no later than July 15, 2022, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of

Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 119 of 2021 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2022.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6001208**.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which 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 State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement**. This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20 ____

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 19th day, of Oct., 2021

WITNESSES:

Contracting Party

Rhett Champagne

Matthew Jewell
Authorized Person

Billy Raymond

Matthew Jewell, Parish President
Print Name and Title

2021-0259
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)
RESOLUTION NO. 6587

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$1,000,000.00 to be utilized for drainage improvements.

WHEREAS, Act 120 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditures of State funds; and,

WHEREAS, Act 120 of 2021 Regular Legislative Session contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$1,000,000.00 in State Aid to Local Government Entities State General Fund Direct funding for drainage improvements; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2021 through June 30, 2022; and,

WHEREAS, St. Charles Parish will utilize these funds for drainage improvements, and,

WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana and St. Charles Parish for funding to complete drainage improvement projects in St. Charles Parish.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this agreement.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 18th day of October, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellack
SECRETARY: Michelle Caporale
CLVD/PARISH PRESIDENT: October 19, 2021
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: October 19, 2021
AT: 3:39pm RECD BY: [Signature]

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, Hahnville, LA 70057, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and
- 1.2 WHEREAS, Act 120 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 120 contains a line item appropriation within the Agency's budget for the benefit of St Charles Parish of which the sum of **ONE MILLION & NO/100 (\$1,000,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;
- 1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;
- 1.4 WHEREAS, the public purpose is described as: Drainage improvements;
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 120 of 2021 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II
SCOPE OF SERVICES

- 2.1 The Contracting Party shall: Complete Drainage improvements within St. Charles Parish.
- 2.2 Deliverables: Spend \$1,000,000 to complete drainage improvements within St. Charles Parish by June 30, 2022.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of ONE MILLION, & NO/100 (\$1,000,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the prior approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 120 of 2021 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment

B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III
CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report and Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project; and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval

of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending **June 30, 2022**, MUST, under all circumstances, be received by the Agency no later than **July 15, 2022**, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 120 of 2021 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2022.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6001208**.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which 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 State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII
ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX
FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X
AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI
AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

**ARTICLE XII
FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII
TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 deadline without legislative action and approval.

**ARTICLE XIV
DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THIS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THIS DONE AND SIGNED AT Hahnville, Louisiana on the 19th day, of Oct., 2021

WITNESSES:

Contracting Party

Rebecka Champagne
Billy Raymond

Math Jewell
Matthew Jewell, Parish President
Print Name and Title

2021-0260
INTRODUCED BY: BOB FISHER, COUNCILMAN, DISTRICT VI
RESOLUTION NO. 6588
A resolution requesting the U. S. Postal Service change the zip code for the Town of Montz, Louisiana from 70068 to 70079, the existing zip code of Norco, Louisiana.

WHEREAS, the Postal Service for the Town of Montz, Louisiana, located in St. Charles Parish, is presently served out of the LaPlace, Louisiana, post office located in St. John the Baptist Parish; and,

WHEREAS, receiving mail from one parish and living in another parish does cause confusion; and,

WHEREAS, the location of the LaPlace post office presents a hardship for many of our travel challenged citizens who have to travel two major highways in order to reach the LaPlace post office; and,

WHEREAS, Montz residents pay a higher insurance rate due to utilizing the St. John the Baptist Parish zip code; and,

WHEREAS, in the wake of Hurricane Ida, and the unknown insurance increases, the residents of Montz could have to absorb a substantial increase utilizing the St. John the Baptist Parish zip code.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the U. S. Postal Service change the zip code for the Town of Montz, Louisiana from 70068 to 70079, the existing zip code of Norco, Louisiana.

BE IT FURTHER RESOLEVED, that a copy of this Resolution be forwarded to Senator William "Bill" Cassidy, Senator John Kennedy, Representative Troy Carter, Representative Garret Graves, Senator Gary L. Smith, Jr., Senator Edward "Ed" Price, Representative Gregory A. Miller, Representative Randal L. Gaines, and the U. S. Postal Service Administrative Division requesting their support in this endeavor.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 18th day of October, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: October 19, 2021
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: October 19, 2021
AT: 3:39pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: October 28, 2021

Public Notice

You and I ...
We are



Advertisement for Request for Proposals

Interested vendors are invited to submit proposals to St. Charles Parish School Board ("SCPSB") electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab at the SCPSB website. Questions should be submitted electronically via the online site no later than 12:00 noon local time (Central Standard Time) on November 8, 2021. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals ("RFP").

All proposals will be accepted until 12:00 noon local time (Central Standard Time) on November 11, 2021. All proposals received will be taken under advisement as submitted by the assigned date and time at SCPSB. All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. Failure to follow these instructions could result in disqualification of the proposal. SCPSB reserves the right to reject any and all proposals.

Proposals are hereby requested for the following:

EMERGENCY PROJECT MANAGEMENT

Additional information and documents may be obtained free of charge by contacting the office of John Rome, Jr., at SCPSB, 13855 River Road, Luling, LA 70070. Call (985) 785-3116 for documents or questions. Firms are not allowed to contact other SCPSB departments, schools or centers about the RFP.

Advertising dates in the St. Charles Herald-Guide, official journal of SCPSB, shall be:

1st Listing: Thursday, October 28, 2021
2nd Listing: Thursday, November 4, 2021

St. Charles Parish School Board
Melinda Bernard, School Board President
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, LA 70070

10/27/21, 9:18 AM

You and I ...
We are



Agenda Item Details

Meeting: Oct 20, 2021 - St. Charles Parish Public Schools Board Meeting

Category: 4. Business Items

Subject: 4.08 Request for Proposals - Emergency Project Management

Type: Action

Recommended Action: Approve the request for proposals for emergency project management.

BACKGROUND/RATIONALE

The District has used the services of a firm to provide project management and grant management consultation following Hurricane Ida. These services were procured on an emergency basis, and this contract expires on November 30, 2021. If the school district determines that it wishes to hire a firm to provide these services after November 30, 2021, it would be prudent to issue a request for proposals in order to procure the best qualified firm to provide these services.

This agenda item was reviewed at the Finance and Audit Committee meeting of the Board on Monday, October 18, 2021, and is aligned with Goal C of the Board's strategic action plan.

ALTERNATIVES

1. Approve the request for proposals for emergency project management.
2. Remand to Administration.

COST

None

INFORMATION SOURCE

Ronald White

FINANCE & AUDIT COMMITTEE

Alex "Al" Suffrin - Chair
John "Jay" Robichaux
Ellis Alexander

Motion & Voting

Approve the request for proposals for emergency project management.

Motion by Alex L. Suffrin, second by John W. Robichaux.
Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aubin, Melinda H. Bernard, John W. Robichaux, Clarence H. Saville, John L. Smith, Alex L. Suffrin

Publish: October 28 & November 4, 2021

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89111-C
Date: Friday, October 15, 2021
LOUISIANA FEDERAL CREDIT UNION
VS
JERRICA E. LAWS
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, APRIL 13, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 10, 2021, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit: 2012 HONDA ACCORD VIN NO 1HGCP2F62CA212205 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE AND 21/100 (\$8,765.21) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

Terms and conditions of sale. CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE, SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: October 28, 2021
ATTORNEY FOR PLAINTIFF:
JOSHUA P. MATHEWS
1510 Woodland Hwy., Ste. A
Belle Chasse, LA 70037
SCSO-CIV-209-0402

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