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Following in her footsteps

Longtime Desty Darlings coach sees daughters continuing family tradition

Ryan Arena Editor
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When Kiley Voges speaks to her dance students, she hears her mother's words.

"Oh my gosh," she said. "I tell my friends, I sound more and more like my mom each day."

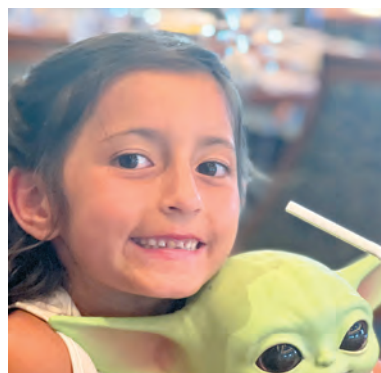
Kiley and her sister Karley are both following in the footsteps of their mother Micque, a dance teacher for more than 30 years who led the Destrehan High Desty Darlings to national championship glory this year.

The two are aiding in the teaching and choreography at Kelli's Kreative Dance for the studio's upcoming ballet

DANCE on 5A



Celebrating Dad on Father's Day



TURN to 4B

Girls' All-District picks highlighted



TURN to 1B

Truck Farm Tavern will not reopen following Hurricane Ida

Monique Roth Editor
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With a new look, new menu and new price point, Truck Farm Tavern re-opened in October 2020 under new management. It was open less than a year before Hurricane Ida hit, and recently the owners announced it would stay shuttered permanently following the storm.

"Our last day of operation was Friday, August 27," Ron St. Pierre, who



TAVERN on 5A

Truck Farm Tavern opened in October 2020.

Couple's home demolished after Hurricane Ida

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This story is part of a series Herald Guide writers will feature focused on the lives of people in St. Charles Parish still recovering from Hurricane Ida.

Leslie and Linda Comardelle's home on Cypress Drive in Des Allemands has been the gathering place for countless birthday parties, holiday festivities and family gatherings over the past three decades.



Leslie and Linda Comardelle



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Local artist captures special moments as a live event painter

Monique Roth Editor
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Something old, something new, something borrowed and something painted? Wedding traditions are changing, and one local artist is ready to help capture a wedding couple’s special day via live event paintings.

Kristen Catalano Schenck was born in New Orleans and raised in St. Charles Parish. She is now raising her own family here and launched Nola Live Painting by Kristen Schenck in 2016.

“My PawPaw was a sign painter by profession and artist,” she said. “Art was something I was always around and something I loved from my earliest memories. I recall during my grammar school years, between school and gymnastics, I would draw gymnasts and other people.”

She said she remembers bringing her drawings to her PawPaw as he relaxed in his recliner.

“He would critique my work by offering advice and suggestions on how to improve my drawing and shading skills ... although at the time I don’t think I appreciated what I was being taught,” Schenck said laughing.

Schenck said she can remember watching in amazement as he drew cartoon characters for her.

“He would create wonderful images in seconds which back then would take me



Kristen Catalano Schenck

Photo credit Trent Spain

hours to draw,” she remembers. Her interest in art significantly increased while attending Archbishop Chapelle High School, Schenck said. “I had wonderful instructors who inspired me to go beyond what I thought were my limitations,” she said. “At this time I was able to greatly improve my abilities with pencil and charcoal. Throughout the next several years I had various jobs that had nothing to

PAINTER on 7A



A Boost Party for three Louisiana children was recently held at the Norco Firehouse.

Shell Norco partners with Make-A-Wish to raise money for local children

Monique Roth Editor
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Balloons, ice cream, cookies, cupcakes, snacks and special gifts set the scene at the Norco Firehouse recently for an afternoon of fun for three Louisiana children - including one St. Charles Parish resident – who are waiting for their Make-A-Wish request to be granted.

Shell Norco threw the party, as its Bring Dat 5 Turnaround Team has been working hard and safely to make the children’s dreams a reality. Shell and Shell contractor companies contributed dollars for every OSHA Injury Free work day delivered during the event, and that money combined with personal employee donations raised \$50,000 for Make-A-Wish.

Three Wish kids - Eleanor, Anjanae and St. Charles Parish resident Dylan

– are awaiting their wish. The Wish kids and their families were present at the Boost Party, a Make-A-Wish program tradition to encourage kids, letting them know that their dreams will be coming soon.

Dustin Cole, Shell’s turnaround event manager, said this is the third charity partnership that has resulted from a turnaround. He said although the size of this turnaround was much smaller compared to previous events, Shell and its partners were able to far exceed their \$30,000 goal.

“It was pretty amazing,” Cole said. “This turnaround was about 1/5 of the size ... I was just absolutely amazed.”

Cole said safe days, documented

SHELL NORCO on 8A

Arrest made in Saturday’s Hahnville shooting

Monique Roth Editor
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Corey Lee Labranch, Jr., a 21-year-old Hahnville resident, was arrested June 12 and booked with aggravated second degree battery in relation to the shooting that occurred in the 200 block of Shaw St in Hahnville June 11.

Labranch was also charged with an outstanding 29th JDC attachment. He has been booked into the

Nelson Coleman Correctional Center.

St. Charles Parish Sheriff Champagne reported that just before 9 p.m. on Saturday, June 11, deputies with the sheriff’s office were dispatched to the report of a father and son arguing at a residence in the 200 block of Shaw Street in Hahnville.

“While deputies were enroute, the caller advised one of the subjects had been shot in the back,” a sheriff’s office press release stated. “When deputies arrived at the residence they located Brandon Johnson, a 44-year-old male



from the Edgard area, with a gunshot wound to the lower back. Mr. Johnson was transported to a local area hospital to receive treatment for his injuries. Mr. Johnson is in stable condition.”

The release stated that through the investigation, detectives learned that Johnson and his

stepson Labranch were involved in a verbal argument that turned physical.

“Brandon Johnson advised he heard a gunshot and then saw a firearm fall to the floor,” the release stated. “Mr. Johnson left the residence to seek medical help when he realized he had been shot.”

This is an ongoing investigation, and anyone with information is urged to contact Detective Charles Floyd with the St. Charles Parish Sheriff’s Office at cfloyd@stcharlessheriff.org, 98-783-6807, or 985-783-1135.





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Juneteenth celebration expands with move to bridge park

Ryan Arena Editor
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Kajuan Smith recalled pulling up video of a celebration in Atlanta, and along with it the inspiration he drew from it.

The people on the screen were honoring Juneteenth, or June 19, the holiday commemorating the end of slavery in the United States. And seeing the epic event those people created made him want start to build something himself.

“I was all about the holiday, even back then, but I saw this on YouTube ... in Atlanta, they’re not just doing it day of, they have this three-day event,” Smith said. “A big celebration. And it made me think, ok, we’ve got to do this.”

On Sunday, Smith and his fellow event coordinators will host St. Charles Parish’s third annual Juneteenth celebration at the West Bank Bridge Park in Luling. The event will begin at 1 p.m. and is set to run until 5 p.m. Attendance is free.

There will be performances by the Mt. Zion Community Church Choir, Treasure’s Dancing Dolls and BJ So Cole. There will be music throughout set by DJ Up Da Traxx. There will be food and refreshments on hand as well.

Smith, owner of Wolly’s Kitchen in Kenner, held the event last year in Norco. The change in venue to the



Juneteenth honored during 2021 celebration.

bridge park, he said, allows for growth this year.

“It gives us the chance to raise even more awareness and get more people involved,” he said. “We’re still

recruiting businesses to get involved, too. I want St. Charles Parish to have the biggest Juneteenth celebration there is.”

This year’s event is set to occur on June 19 – last year, the event had to be moved to a later date due to weather-related complications. Even so, there was a strong turnout.

“Man, it was so hot that day,” Smith said. “We were in the heat, but it really turned out to be a great event. We had some real good performers – singers, gospel rappers – and it was really something nice.”

Smith noted he believes a celebration on a major scale would be fitting in St. Charles Parish due to its history. The German Coast Uprising was the largest rebellion of enslaved people in U.S. history. The revolt occurred Jan. 8 – 10, 1811 on the east bank of the Mississippi River in what is now St. John the Baptist, St. Charles and Jefferson parishes. An estimated 200 to 500 slaves, armed mostly with hand tools, participated in the march where they reportedly burned five plantation houses, several sugar houses and crops.

JUNETEENTH on 8A



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Teen curfew still applies in the summer, Sheriff Office warns

Monique Roth Editor
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School may be out for summer, but the St. Charles Parish Sheriff’s Office has a clear message for juveniles and their parents – the parish curfew is enforced year-round.

“If a juvenile is stopped for being out after curfew, parents will be contacted to pick them up,” Amanda Pertuis, the public information office for the sheriff’s office, said. “Penalties for violating curfew are determined based on the circumstances of the violation.”

The parish’s juvenile curfew begins at 10 p.m. and ends at 5 a.m.

“The juvenile curfew hours apply to persons 17 years of age or younger and include week-ends,” Pertuis said. “There are

exemptions to the curfew such as when with a parent, in an emergency situation or for a legitimate purpose directed by their parent.”

She added that a legitimate purpose does include employment.

“The curfew applies to public places or in the ‘streets,’” Pertuis said. “We typically see an increase in crime committed by juvenile offenders towards the end of summer break, when summer programs are over, and kids are bored.”

For any questions regarding juvenile curfew, please contact our Juvenile Investigations Divisions at 985-783-1223.

DANCE from 1A

production. Karley is fresh off of her own team’s national championship win as a dance team member at Southeastern, and is working with the choreography for several schools in the Hammond area. And Kiley recently took on a big step of her own – she’s taken over the coaching duties for Hahnville’s Hi-Stepper dance team, with dreams of taking that program to the next level, just as her mother has with the Desty Darlings.



Micque and Karley Voges.

“I see myself in them for sure,” Micque said. “They’re very structured and very strict. Kiley is a little more laid back than Karley, but you can definitely see the way they were coached is what they’re trying to do.”

“It’s really rewarding to see your own children, in that moment ... you’re coaching them, and they’re complaining about how tough things are, ‘I don’t want to do this,’ and now they’re taking those lessons and instilling them with other young adults. And that’s really special to see, for me.”

Both say they see things from a different viewpoint

these days.

“My mom seems a little less crazy than I thought when I was a Desty and not seeing things from her perspective,” Kiley said. ‘Oh, OK, this is what you mean.’”

Karley has dreams of one day being a choreographer for dancers around the globe. But she has no plans of stepping away from the dance floor as an active competitor any time soon.

“I want to dance as long as I can, for now,” she said. “Until I can’t anymore, I’m going to keep doing what I’m doing.”

Karley said seeing how Micque led the Destys program while the former was a team member and also witnessing the influence her mother had on so many of her friends, along with Karley herself, was part of her desire to follow in her footsteps and teach what she’s learned to the next generation.

“You can see the kids now and how they have so much respect for her,” Karley said. “She has a national championship under her belt. And I think following her would put me on a very successful road.”

Kiley admitted it felt a bit strange at first to don the purple and gold of Hahnville in her first days with the team – she took over those duties in November – but as time with the Hi-Steppers has gone on, the lessons are bringing her back to her time with the Destys.

“We really focus on time management and commitment,” Kiley said. “Make sure you’re 15 minutes early to practice, and make sure you understand that this is a major commitment. Give one another positive, constructive criticism and motivate one another. That really helped me when I was with the Destys, and that’s something we want to have here.”

Dance isn’t all about competition. Micque has long said her primary goal is helping students reach their potential as people through dance. Both of her daughters echoed those thoughts.

“Dance teaches you life lessons,” Kiley said. “You go up to your teacher and say, ‘Hey, I forgot my costume,’ there are going to be consequences and you’ll be held accountable. But that teaches you to be responsible



Kiley Voges with her students.

for yourself, and about commitment. Always following through, even when things get hard.”

Micque, who has been mentoring Kiley throughout her time with the Hi-Steppers, said the Hahnville and Destrehan dance teams will be attending the same camp this year, competing in different divisions.

“It’s great, because we’re one parish. It’s not the west bank against the east bank, east bank against west bank ... none of that,” Micque said. “Karley is going to be there as well, she’s doing choreography for another school ... it’s thrilling to have them there with me.”

TAVERN from 1A



grew up in Destrehan and served as the general manager and lead the day-to-day operation of the establishment, said. “We closed on that Saturday to allow everyone to prepare for Hurricane Ida. After the storm passed, there were telephone poles down on River Road for a mile in both directions. We salvaged what food we could and donated everything to the Louisiana State Troopers.”

St. Pierre said there are several reasons why the restaurant, which created nearly 60 jobs in St. Charles Parish, will not be re-opening.

“Staffing was certainly a reason, but those challenges there aren’t specific to Truck Farm Tavern, or even to the hospitality industry,” he said. “It was an ongoing issue during COVID-19 and continues to be a challenge. We will always be grateful to those employees that

stuck with us.”

In the aftermath of Hurricane Ida, St. Pierre said the restaurant’s entire staff was displaced and that he and his business partners looked at alternative business models – such as moving to counter service, opening strictly as a live music venue, or operating as a buffet for lunch – for the opportunity to re-open.

“We were looking for ways to lower prices and still offer an outstanding product,” he said. “Prices continue to climb and wages are not keeping pace. Families are faced with difficult decisions of where to prioritize their spending. We debated opening for quite some time. No matter the business model, the same factors are working against us - staffing, supply chain and increased cost. Ultimately, we had to make the difficult decision to remain closed.”

Located at 11760 River Road in St. Rose, the restaurant was re-opened by St. Pierre, Mitch Rotolo and Chad Calongne. The trio have over 60 years of combined restaurant experience and collectively manage over 25 restaurants.

“To our friends and family in the community – thank you for your patronage,” St. Pierre said. “We will sincerely miss each and every one of you. We appreciate you giving us a chance to serve you and look forward to the next chapter of this storied establishment. Please support whoever comes next. Keep on truckin’”.

Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Mitchell Beard, 37**, of 114 Churchill Downs Drive in Montz, was arrested June 9 and charged with aggravated battery and aggravated criminal damage to property.
- **Zachary Murray, 28**, was arrested June 11 and charged with unauthorized entry of an inhabited dwelling.
- **Corey Labranch Jr., 21**, of 235 Shaw Street in Hahnville, was arrested June 12 and charged with aggravated second-degree battery. He had an attachment.
- **Richard Preston, 25**, of 100 Hale Street in Paradis, was arrested June 12 and charged with simple criminal damage to property (two counts), resisting an officer, second degree battery and domestic abuse battery – minor injury.
- **Edward Yancy, 55**, of 4415 Laine Avenue in New Orleans, was arrested June 7 and charged with aggravated battery.
- **Daniele Grisoli, 60**, of 139 Pitre Street in St. Rose, was arrested June 7 and charged with animal running at large (two counts) and aggravated cruelty to animals.



- **Kayte Cummings, 30**, of 514 Milling Avenue in Luling, was arrested June 8 and charged with possession of fentanyl, possession of methamphetamine, possession of marijuana and possession or distribution of drug paraphernalia.
- **Yoni Membrano, 26**, of 101 Leona Street in Houma, was arrested June 10 and charged with possession of heroin, obstruction of justice – evidence tampering and possession of marijuana.
- **Harry Guillory, 50**, of 16193 River Road in Hahnville, was arrested June 10 and charged with possession of cocaine and possession or distribution of drug paraphernalia.
- **Terri Carter, 48**, of 2204 Livaccari Drive in Violet, was arrested June 10 and charged with possession of crack cocaine, obstruction of justice – evidence tampering and possession of drug paraphernalia.



Real Estate Transactions

- **12 Corral Lane in St. Rose** sold for \$227,000 by Joseph Solito Sr. to Rebecca Gracianette.
- **1770 Paul Maillard Rd. in Boutte** sold for \$27,000 by Norman and Jacqueline Pitre revocable living trust to LAR Development.
- **282 Pretty Acres Ave in Hahnville** sold for \$257,340 by DR Horton Inc. to Michael and Laura Marroccoli.
- **2220 Ormond Blvd.** sold for \$619,900 by Kenneth and Gay Prindle to Diana Dunn.
- **288 Pretty Acres Ave. in Hahnville** sold for \$292, 605 by DR Horton Inc. to Jerome and Alicia Seymore.
- **227 E. Heather Drive** sold for \$290,000 by Ted and Jill Queen to Helene Cunningham.
- **219 Johnson St. in St. Rose** sold for \$63,500 by Cryill and Suzanne Scully to Harold Chedotal.

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COMARDELLE from 1A

And while the Comardelles recently returned to Des Allemands after briefly renting a home in Raceland, nothing about Cypress Drive is the same for them - the couple, who have been married for 54 years, and their grandson are now living in a FEMA trailer on the land where their home once stood.

The Comardelle's home was completely destroyed in Hurricane Ida, with the final standing remnants of the house were torn down completely last week.

"We're happy to be back in Des Allemands," Leslie said. "This is our home town ... born and raised. It's so hard. The camper ... it's so small and I'm in a wheelchair right now. It's not too easy but I can get in and out of the trailer."

Leslie said Hurricane Ida's wrath was unlike any other storm he's experienced.

"There were other storms that we did OK in," he said. "We never really had damage like this - even with Katrina. This one just tore us up."

The Comardelles evacuated for Hurricane Ida.

"Some people had already called me and told me it was destroyed," he said of his home during the time they were away. "Four feet of water came into it and destroyed it ... there was also some wind damage. Just about all the shingles were pulled off and it just poured down inside. It destroyed my home completely. We couldn't go back in it."

The Comardelles raised seven children. Their youngest daughter - a mother of three - died when she was 21. Leslie and Linda have raised her three children.

Steph Parria, one of Leslie and Linda's daughters, said it has been challenging to see her parents go through losing their home and most of their belongings.

"It's been difficult," she said. "That's their home ... that's the last home their baby girl lived in. Losing that home is like losing another connection to her."

Leslie said the couple did not have insurance, and that other than the camper they have received no assistance from FEMA. The FEMA camper, he said, was delivered and sat vacant for 56 days before the family was able to get it open.

"We own the land and we're trying to get it leveled off and maybe get a trailel moved on to it," he said. "It's just difficult and expensive."



The Comardelle's home was completely destroyed in Hurricane Ida.

PAINTER from 2A

do with art, but I never lost my desire to create and draw. I was commissioned to draw murals for businesses in the New Orleans area, sketched out t-shirt designs for other entities and I even painted slates for the Ursuline Sisters."

Live event paintings was something Scheck said she's always been interested in.

"I purchased an easel twelve years ago for this exact reason but never used it," she said. "It wasn't until a friend who heard me talk about my desire to paint live multiple times offered for me to paint her wedding. Within that same week, another friend who worked for a wedding venue asked if I would like to paint their open house. That was really how it all started ... I painted those two events and I fell in love."

Most of Scheck's live paintings have hidden things in them - such as butterflies or other symbols honoring people who have passed away.

"Painting live has been the most enjoyable and exciting adventure," she said.

Scheck has painted hundreds of weddings and live events, including the Tri Centennial Gala for the Archdiocese of New Orleans. She said the flexibility of the job allows her ample time with her two children.

"It allows me to really stay home with them," she said. "When live paintings slow down for summer for me it's crunch time to create art to sell at the



Destrehan Fall Festival."

The wildlife paintings she creates for the festival and her live event paintings have little in common, except for Scheck's affinity for them.

"I love both of the things, but they're totally opposite," she said. "It's funny that I'm doing this for a living because my mom always says that when I was little and sitting in church I would draw the back of everyone's heads ... it was something that kind of came naturally to me at a young age."

For information on Scheck's art, email kristen@nolalivepainting.com or visit her Facebook page by searching Nola Live Painting by Kristen Schenck.

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SHELL NORCO from 2A

positive findings and personal contributions all added up to deliver Make-A-Wish the funds. The Boost Party, he added, was a unique experience because it gave Shell employees and partners the opportunity to come face-to-face with the children they were raising money for.

“It was awesome because the kids came and visited with us,” he said. “We had gifts and refreshments and were able to interact with the children. I had offered some of my leaders a chance to speak and to tell everyone what it meant to them to not only deliver safe work but to be able to impact the community. Grown men who are not scared to talk in public or in front of people declined because it was just too emotional for them.

It was a great opportunity for us ... it’s something we plan to continue to do.”

Cole said he wasn’t sure if there would be enough support to raise the money considering hard economic times and people impacted financially by Hurricane Ida.

“I was pleasantly surprised that I had full support,” he said. “Last year was a pretty tough year for the area. I was just amazed ... I was really proud of that.”

Angela Garza, the director of corporate engagement for Make-A-Wish Texas Gulf Coast & Louisiana, said Shell’s contributions came at the perfect time, as there are currently 209 children in the state of Louisiana who are waiting on their wish to be granted.



“Shell Norco’s partnership allows our organization to realize our vision of granting the wish of every eligible child in the state of Louisiana,” she said. “Our hope is that each wish child receives a true wish experience and their journey is forever memorable. We are so appreciative that Shell was able to deliver an incredible experience for each of our wish kids who came out to the facilities that day. Their medical journey is so hard on them and their families. The wish boost celebration keeps their hopes high and gives them that ‘boost’ to keep on fighting through their critical illness. We are beyond grateful for Shell to bring hope, strength and joy ... it’s because of partners like Shell Norco that our mission is possible.”

Garza said the pandemic, hurricane recovery and lack of funding and volunteers has slowed down Make-A-Wish’s ability to grant wishes.

“We are in desperate need of volunteers in the region - specially the River Region,” she said. “We are looking for wish granting volunteers ... without those volunteers we’re not able to grant wishes. We’ve got several kids waiting. These kids sit in the queue ... we just don’t have the manpower and time and commitment from volunteers in order to give each kid the best experience that we can give them.”

Garza said 14-year-old Dylan (whose parents asked that his last name not be published) is one child who will benefit from Shell’s donation. He is a Luling resident who has undergone a kidney transplant. Dylan’s wish is to have a pool makeover – complete with an enclosure for the pool, LED lights and heater - so that he can swim year-round.

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JUNETEENTH from 4A

A militia was formed that confronted them, resulting in interrogating, executing and decapitating slaves who were captured.

“A lot of people don’t know that,” Smith said. “The 1811 slave revolt was the largest revolt in American history, and many people in our parish don’t know about it.”

He fondly recalls the first celebration he and his co-planners held, which included a march from the East bank Bridge Park to Destrehan Plantation. Over 100 people participated.

“It was amazing,” Smith said. “The celebration was perfect.”

This year, speakers will include Dwayne LaGrange, LaRon Byrd., Lewis Hogan, Patrice Honor and Reanda Fields.

Juneteenth celebrates the anniversary of June 19, 1865, when Union Army general Gordon Granger made the announcement of General Order No. 3 by proclaiming freedom for slaves in Texas, which was the last state of the Confederacy with institutional slavery, two years after the Emancipation Proclamation was signed. The day is held as the longest-running African American holiday.

Originating in Galveston, Texas, Juneteenth has been celebrated annually



2021 Juneteenth celebration in St. Charles Parish.

on June 19 in various parts of the United States since 1866, at first involving church-centered community gatherings in Texas. On June 17, President Joe Biden signed off on the Juneteenth National Independence Day Act, officially making it a federal holiday. It was the first new federal holiday since Martin Luther King Jr. Day was adopted in 1983.

During the 1960s Civil Rights Movement, these celebrations were eclipsed, but they grew in popularity again in the 1970s with a focus on African American freedom and African-American arts.

St. Charles 2021-22 All-District Girls First Team

Ryley Boyne

Destrehan senior
District MVP – Volleyball



Laney Waguespack

Hahnville senior
District Defensive MVP – Softball



Trista Naquin

Hahnville senior,
District Offensive MVP – Volleyball

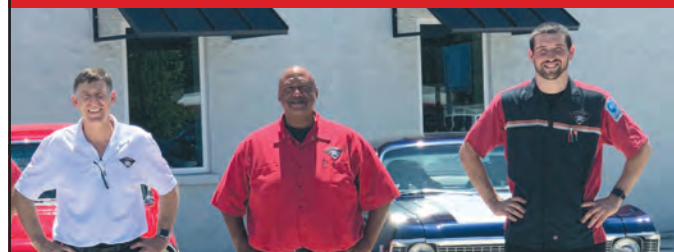


Sara Roussel

Hahnville senior
District Offensive MVP – Softball



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Hahnville



Kourtney Irons
Hahnville



Adeline Bertrand
Hahnville



Sydney Sirmon
Hahnville



Brazzi Jacob
Hahnville



Makenna Ocmond
Destrehan



Volleyball

Karlie Dufrene
Hahnville



Skylar Defrisco
Destrehan



All-District soccer selections

Korynne Caulifield, Hahnville
Mackenzie Dufrene, Hahnville
Ava Fontenot, Hahnville
Ashlyn Hooper, Hahnville
Kayla Martin, Hahnville (MVP)

Elissa Viquez, Destrehan

All-District tennis selections

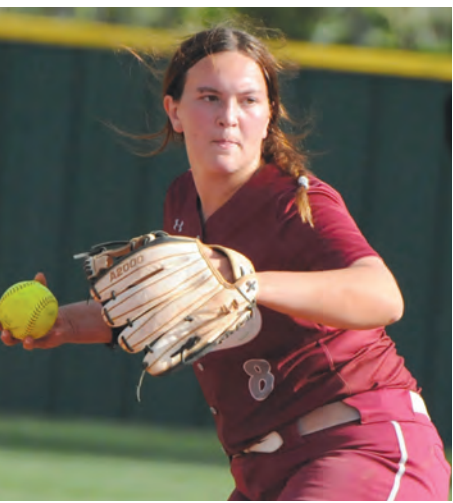
Alex Lay, Destrehan
Brit Lay, Destrehan
Shea Brassette, Hahnville

Softball

Kandyn Mustacchia
Destrehan



Ava Burkett
Destrehan



Makayla Thomas
Destrehan



Khara Morton
Destrehan



Caitlyn Boudreaux, Hahnville

Golf

Rachel Logan, Hahnville

Kate Bruce
Hahnville



Katie Ortego
Hahnville



Avery Edgar
Hahnville



Track and Field district champions

Madison Bailey, Hahnville
Marley Richard, Destrehan
Mallory Whitaker, Hahnville
Sydney Hymel, Destrehan
Amiree Henderson, Destrehan
Ivie Mashia, Destrehan
Breion Richard, Destrehan
Anaya Kimble, Destrehan
Madison Nunnery, Destrehan
My'Jhia Vaughn, Destrehan

Swimming district champions

McKenzie Burke, Hahnville
Gabriella Cook, Hahnville
Gabrielle Fabre, Hahnville
Sarah Gassen, Hahnville

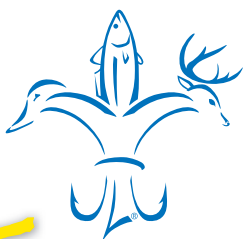
All-District Cross Country selections

Megan Deshontel, Destrehan



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Blakely Smith

Age 8

My dad’s job is at Valero. He makes gas.

I love my dad because he brings me to the gas station.
My dad is really good at cornhole.



Stella Seither

Age 6

My dad is a fisherman.

I love my dad because he makes me fried fish.
My dad is really good at everything.

HAPPY
Father's Day



Terrence Mitchell Jr.

Age 4

My dad’s job is to work.

I love my dad because he plays video games with me.
My dad is really good at fixing things.

With Father’s Day quickly approaching, take a look at what some of St. Charles Parish’s younger residents say sets their dads apart.



Valerie Sellars

Age 2

My dad’s job is an operator.

I love my dad because he always makes me laugh, plays outside with me, and tells the best bedtime stories.
My dad is really good at everything.

Blakely Estevez

Age 13 months

My dad is a firefighter.

I love my dad because he makes me laugh.
My dad is really good at everything.



[more](#)
FATHER’S DAY MESSAGES ON 6B ➤

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PROPERTY SPOTLIGHT

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PROPERTY SPOTLIGHT

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PROPERTY SPOTLIGHT

NEW TO MARKET

119 COTTAGE DR LULING

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PROPERTY SPOTLIGHT

PROPERTY FOR SALE

17174 HWY 90 DES ALLEMANDS

Rare to find access from Hwy 90 and Old Spanish Trail. Zoned C-3 - Fronts Hwy 90 - 235' **\$281,400**

PROPERTY SPOTLIGHT

VACANT LAND

928 & 951 HWY 306 HIGHWAY DES ALLEMANDS

Located off the Bayou Gauche Road - just across from the WPA Road. Utilities are NOT on property, but available to the area of nearby subdivision. This price includes lot 951 and the adjoining lot 928. There is approximately wetland of an acre. Seller will not do delineation. Current Zoning is R1AM and R1B. **\$600K**



Natalie.



Bella Cortez.



Layton enjoys swimming.



Mason loves the pool.



A season for some ball!



Kylie and Ethan love the boat.



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Annalise and Maverick Ward.



The Rawls family checks out alligators at Spahr's.



Rhett Cortez riding at Wildwood MX.



Dylan and Brae'Lynn Songe.



Charleigh rocks the beach.



Athena watches some TV.

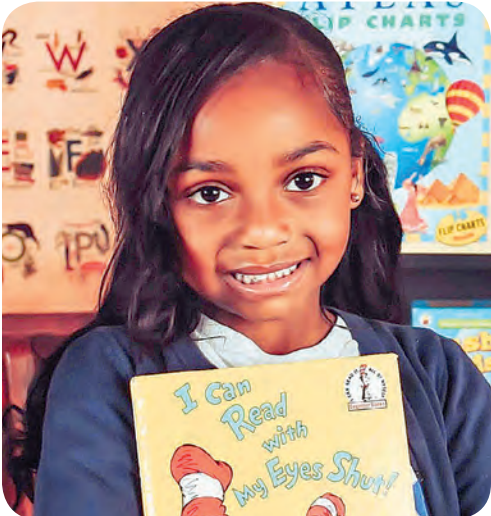


The Cain pack watching mommy swim.



Owen Robert's first hole in one!

HAPPY Father's Day



Cali Bartholomew
Age 5

My dad's job is a forklift operator.

I love my dad because we wash cars together.
My dad is really good at cooking turkey necks.



Ellie Ray
Age 6

My dad's job is working in a plant.

I love my dad because he lets me watch tv on the weekends at bedtime.
My dad is really good at playing guitar and singing.



Justin Pigford
Age 5

My dad's job is making electricity.

I love my dad because he's the best dad in the whole wide world and he takes me to the movie theater.
My dad is really good at making breakfast.



Elijah Bourgeois
Age 8

My dad's job is going to Classic Interiors.

I love my dad because he trusts me.
My dad is really good at helping people.



Leo Bourgeois
Age 5

My dad's job is working at the shop.

I love my dad because he plays with us a lot.
My dad is really good at fixing stuff.



Margaret Mire
Age 5

My dad's job is to work.

I love my dad because he always loves me.
My dad is really good at loving people.



Liam Powers
Age 5

My dad's job is at United Rentals. He just walks around outside.

I love my dad because he helps me with stuff.
My dad is really good at cooking waffles.



Breelynn Ortego
Age 7

My dad's job is to work.

I love my dad because he's nice.
My dad is really good at cooking crawfish.



Kolbe Bourgeois
Age 6

My dad's job is to take care of us.

I love my dad because he helps me.
My dad is really good at working.



whats happening@heraldguide.com

**June 18
Farmers' Market's 19th anniversary**

The German Coast Farmers' Market will celebrate its 19th anniversary from 8 a.m. to noon at the East Regional Library in Destrehan. The event will feature children's entertainment, a cooking demonstration and giveaways.

**June 22
Farmers' Market**

The German Coast Farmers' Market will be held from 1-5 p.m. at the Westbank Bridge Park on River Rd. in Luling.

**June 25
Farmers' Market**

The German Coast Farmers' Market will be held from 8 a.m. to noon at the East Regional Library in Destrehan.

**July 17
Pirates, Dawgs and Hidden Treasures**

Vendors, food trucks, face painting, a photo booth, 50/50 raffle, pet adoptions and more await patrons at Pirates, Dawgs and Hidden Treasures. The event will be held from noon to 4 p.m. at the Jerusalem Shrine Center, located at 1940 Ormond Boulevard in Destrehan. Proceeds will benefit local animal rescues and the Shriners' hurricane restoration.

Classified

SERVICE, MERCHANDISE,
EMPLOYMENT, GARAGE SALE,
NOTICES, PET NOTICES,
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Prayers

My Eyes

My eyes have seen so many good & bad things in my lifetime & made the best I could with them. But my Lord as always led me to call on Him when I was really down & needed His help. He never fails us. He is the same, yesterday, today & forever, & He is no respecter of person, what He will do for one He will do for the other. So little eyes be careful what you see & little ears be careful what you hear & little feet be careful where you go. They can't go unless you go. Your decision is yours, you have a free will, so be very careful my friends, we have an all seeing eyes watching over all of us. Be careful & please don't fail Him. Amen

Edna Matherne

Employment



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
Secretary
Child Welfare and Attendance

Application Deadline: Initial Deadline 6/16/2022 Position will remain open UNTIL FILLED effective July 2022

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110.



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
BEFORE/AFTER SCHOOL CHILD CARE AIDE
Non-Certified Teacher (Aide)

Application Deadline: UNTIL FILLED
effective 2022-2023 School Year

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110.



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
School Office Specialist
Hahnville High School

Application Deadline: Initial Deadline 6/16/2022 Position will remain open UNTIL FILLED effective July 2022

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110.



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
Technology Assistant
Destrehan High School

Application Deadline: Initial Deadline 6/20/2022 Position will remain open UNTIL FILLED effective August 2022

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110.



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
Human Resources Recruiting Specialist
Central Office

Application Deadline: Initial Deadline 6/20/22 at NOON
Position will remain open UNTIL FILLED

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110.



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ST. CHARLES PARISH PUBLIC NOTICES



Matthew Jewell
Parish President
985-783-5000
president@stcharlesgov.net



La Sandra Darenbourg
Gordon
Councilwoman, District I
985-240-0213
lgordon@stcharlesgov.net



Mary K. Clulee
Councilwoman, District II
504-330-3237
mclulee@stcharlesgov.net



Dick Gibbs
Councilman, District III
504-330-4262
dgibbs@stcharlesgov.net



Nicky Dufrene
Councilman, District IV
504-512-3355
ndufrene@stcharlesgov.net



Marilyn B. Bellock
Councilwoman, District V
504-360-2025
mbellock@stcharlesgov.net



Bob Fisher
Councilman, District VI
985-240-0172
bfisher@stcharlesgov.net



Julia Fisher-Cormier
Councilwoman, District VII
985-308-0366
jcomier@stcharlesgov.net



Beth Billings
Councilwoman, Division A
985-603-4068
bbillings@stcharlesgov.net



Holly Fonseca
Councilwoman-At-Large,
Division B
985-240-0031
hfonseca@stcharlesgov.net

Public Notice

PUBLIC NOTICE---NOTICE TO BIDDERS The Louisiana Department of Wildlife and Fisheries (LDWF) will be selecting eligible hunters to harvest alligators on certain Wildlife Management Areas (WMAs), U.S. Army Corps of Engineers (USACE) properties, and state wildlife refuges located in various parishes based on a bid system. Successful bidders will be awarded the bid for a total of three years (2022, 2023, and 2024), provided their performance is satisfactory to LDWF. Bid application notifications and forms can be printed from LDWF's website at <https://www.wlf.louisiana.gov/page/alligator-hunting>, be requested by phone at 337-735-8667, or obtained via email by contacting Laalligatorprogram@wlf.la.gov. Completed bid application forms must be received by 10:00 AM on June 30, 2022 in P.O. Box 62250, Lafayette, LA 70596, or in Room 1009 of the LDWF Office at 200 Dulles Drive, Lafayette, LA 70506. However, bidders are hereby notified that LDWF is not responsible for any delays caused by the bidder's chosen method of bid delivery. Failure of the bid to reach P.O. Box 62250 or Room 1009 by the designated time and date shall result in rejection of the bid. Bid opening will be on June 30, 2022 at 10:30 AM at the LDWF Lafayette Office, 1st Floor Conference Room #1002, 200 Dulles Drive, Lafayette, LA 70506. The public is permitted to attend. Selected bidders will be notified by phone.

Publish: June 2, 9, 16 & 23, 2022

Public Notice

PUBLIC NOTICE

29th JUDICIAL DISTRICT COURT FOR THE PARISH OF ST CHARLES

STATE OF LOUISIANA

No. P-13319

DIVISION "C"

SUCCESSION OF IAN ATKINSON

Notice is given that the Administrator of the above succession has made application to

the Court to sell the immovable property at a private sale described as follows:

ONE CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, and appurtenances thereunto belonging or in any wise appertaining, situated in the **PARISH OF ST CHARLES**, State of Louisiana in that part thereof known as **ORMOND COUNTRY CLUB ESTATES, SECTION 2** , being **LOT 131, SQUARE NO. 12**, bounded by Melrose Drive, Magnolia Drive, Dunleith Drive and Linwood Drive, all as per surveys of J. J. Krebs & Sons, Inc. dated May 12, 1977 and July 31, 1978.

Improvements thereon bear the Municipal Number bears 42 Melrose Drive, Destrehan, Louisiana 70047

The terms and conditions of the sale are \$125,700.00, all cash and such other terms as

specified in the agreement to purchase as set forth in the petition. Any person wishing to

oppose the sale should file an opposition with the Court no later than seven days from the

last date of the publication of this notice.

Publish: May 26 & June 16, 2022

Public Notice

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the St. Charles Parish Housing Authority, 200 Boutte Estates Drive, Boutte LA until 2:00 P.M., **Tuesday, June 28, 2022.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **St. Charles Parish Housing Authority Re-Roofing
Boutte & Hahnville, Louisiana**

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from Letterman's Blueprint and Supply www.lettermansbidconnect.com. Plan holders are responsible for their own reproduction costs. www.lettermansbidconnect.com is the legal source of Bid Documents and all interested Prime Bidders must obtain Bid Documents and register as a Prime Bidder on this website. Printed copies are not available from the Architect but arrangements can be made to obtain them through most reprographic firms. Questions about this procedure shall be directed to the architect Bill Land at:

Land 3 Architect Inc.
1900 Stubbs Avenue
Monroe, LA 71201
Telephone: 318-348-9753
E-mail: Bill@Land3.com

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

**A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD
at 1:00 PM on Thursday, June 16, 2022 at 200 Boutte Estates Drive, Boutte LA**

Bids shall be accepted from Contractors who are licensed under L.A. R.S. 37:2150-2192 for the classification of **Roofing and Sheet Metal Siding**. Bidder is required to comply with provisions and requirements of L.A. R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of L.A. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity.

ST. CHARLES HOUSING AUTHORITY

LEATRICE HOLLIS, DIRECTOR

Publish: June 9 & 16, 2022

Public Notice

**ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT**

The St. Charles Parish Zoning Board of Adjustment will meet on June 16th, 2022 at 6:00 p.m. to hear:
2022 16 ZBA Heather Buccola & Wayne Simmons to reduce required side yard at **121 Vans Ln., Destrehan**. Zoning District O-L, Council District 6.
2022 17 ZBA Ward & Louis Aucoin to reduce required side yard at **102 Pine St., Bayou Gauche**. Zoning District R-1A, Council District 4.
2022 18 ZBA Donald Rebstock, III to reduce the required front yard along Marino Dr. at **477 Clayton Dr., Norco**. Zoning District R-1A, Council District 6.
2022 19 ZBA Raymond Landry to reduce required rear yard at **848 Evangeline Rd., Montz**. Zoning District R-1A, Council District 6.
2022 20 ZBA Mike Nabut for Hanjeff, LLC to reduce the required front yard and reduce the accessory machinery requirement at **15701 River Rd., Hahnville**. Zoning District C-2, Council District 1.
NEW BUSINESS: Resolution to Approve a Board Training Program
ALTERNATE DATE: 6/23/22
PUBLISH 6/2, 6/9, 6/16

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, JUNE 20, 2022, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2022-0154 (6/6/22, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 8, Square 10, Village of Hahnville, 220 Hahn Street, Hahnville, as requested by Jonte Knight.

2022-0155 (6/6/22, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for, Heather Oaks Subdivision – Luling, Phase 2 (Project No. P180807) in the amount not to exceed \$35,000.00.

2022-0168 (6/6/22, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Change Order No. 1 for the West Bank Yard Building, Project No. P190401, to decrease the contract amount by \$4,792.02.

2022-0169 (6/6/22, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Terracon Consultants, Inc., to perform engineering services for Roadway Boring - 2022 (Project No. P220502) in the amount not to exceed \$85,000.00.

2022-0170 (6/6/22, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for Lemoine Lane, Hirsch Street and St. Mark Street Drainage Improvements Project (Project No. P220201), in the amount not to exceed \$194,931.00.

2022-0171 (6/6/22, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for U.P. Railroad Drainage Ditch & Outfall Improvements Project (Project No. P220205), in the amount not to exceed \$194,931.00.

2022-0172 (6/6/22, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Linfield, Hunter & Junius, Inc., to perform engineering services for the New Sarpy Pump Station Improvements Project (Project No. P220203), in the lump sum amount of \$113,215.00.

2022-0173 (6/6/22, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform planning services for the Engineers Canal Pump Station Improvements Project (Project No. P220206), in the lump sum amount of \$57,266.00.

2022-0174 (6/6/22, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Professional Engineering Consultants Corporation, to perform engineering services for the Schexnaydre Pump Station Improvements Project (Project No. P220207), in the lump sum amount of \$20,500.00.

2022-0175 (6/6/22, Jewell, B. Messerly)

An ordinance approving and authorizing the execution of a contract with NFT Group LLC, for St. Charles Parish Courthouse 2nd Floor Renovations, (Project No. GBCH0518), in the amount of \$6,179,000.00.

PUBLISH: June 9, 16, 2022

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:

The Wine Cooperative, LLC
10057 W. Airline Hwy ,
St. Rose, Louisiana 70087
Members: Christian G. LaCaze,
Owner

PUBLISH: June 9 & 16, 2022

Public Notice

NOTICE TO BIDDERS
SP#7035

Sealed bids will be received by the Procurement Section of the Division of Administration, 1201 N. 3rd. St., 2nd. Floor, Suite 2-160, Baton Rouge, Louisiana, at 10:00 A.M. for the following:

RFx No. 3000019310 – Security Guard Services for DCFS, 6/28/22

Bid proposal forms, information and specifications may be obtained by accessing the bid number in LaPac at www.doa.Louisiana.gov/osp or from the procurement section listed above. No bids will be received after the date and hour specified. The right is reserved to reject any and all bids and to waive any informalities.

Publish: June 16, 2022

Sheriff’s Sale

SHERIFF’S SALE
SHERIFF’S OFFICE
Suit No: (45) 88002-C
MIDFIRST BANK
VS
DEBRA LEMAIRE CREECH, 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: TUESDAY, MARCH 22, 2022, 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, JULY 20, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereof, situated in the Parish of St. Charles, State of Louisiana, designated as LOT 7A of BLOCK A of the TOWNSITE OF PARADIS, BEING A RESUBDIVISION OF ORIGINAL Lots 6 and 7 of Block A, all as more fully shown on the plan of re-subdivision made by Lucien C. Gassen, PLS, dated February 9, 1996, approved by the Department of Planning and Zoning of the Parish St. Charles on February 12, 1998, registered in COB 532, folio 499, official records of St. Charles Parish, Louisiana, as is more specifically described as follows: LOT 7A has a frontage on Early Street of 50.00 feet by a depth along the side-line of Lots 8 of 158.50 feet, by a width in the rear of 33.90 feet, to a point, thence an additional 78.18 feet along its opposite sideline, thence a width of 16.1 feet and additional side footage of 80.32 feet, all as more fully shown on the above referenced survey by Lucien Gassen, datad Bfebruary 9, 1998. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTY-EIGHT THOUSAND ONE HUNDRED NINETY-SEVEN AND 93/100 (\$38,197.93) 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: June 16, 2022 July 14, 2022 ATTORNEY FOR PLAINTIFF: CHANTEL K ADAMS 2111 QUAIL RUN DRIVE BATON ROUGE, LA 70808 SCSO-CIV-209-0402**

Public Notice

St. Charles Parish School Board Retreat (Monday, June 6, 2022)
Generated by Shelly Robinson on Monday, June 6, 2022

Meeting called to order at 7:57 AM

1. Opening Items

1.01 Call to Order

Board President Al Suftrin called the meeting to order.

1.02 Roll Call

Members present
Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suftrin

Members absent
John W. Rubichaux

Motion by Art Aucoin; Second by E. Alexander and unanimously agreed to go into Executive Session per L.R.S. 42:16-17.

E. Alexander motioned; second by A. Aucoin to return to regular session.

2. Business Items

Dr. Ken Gertling gave an overview of the Board Retreat and reviewed the agenda.

Long Range Strategic Action Plan Executive Summary Review

GOAL A: Student Achievement and Success

Assistant Superintendent of Curriculum, Instruction & Assessment Erin Granier presented to the Board and discussions were held on:

- Supporting Kindergarten readiness so students enter school ready to learn
 - Universal Heggerty Phonemic Awareness Curriculum
 - Frog Street read.
 - District Kindergarten readiness plan
- Ensuring academic alignment of curriculum, instruction, assessment and technology in every school and classroom
 - Pilot Eureka Math 1 (intent to implement)
 - Refine use of Great Minds digital platform
 - Implement
 - MathXL
 - Quaver
 - STEM Scopes

(D. Naquin directed Administration to clarify if funds stated are one-time or recurring)

*Preparing all teachers and leaders to deliver/support the delivery of high-quality instruction

- Implement Professional Learning Communities
- Provide Special Education Professional Learning (Self Regulation and Executive Functioning)
- Build capacity of teachers and leadership to support facilitation of emotionally-charged topics aligned to 2022 studies course standards
- *Developing strong pathways to college, career, or the workforce
 - Dual Enrollment (DE) and college credit opportunities (Board member A. Aucoin suggested publicizing credit for dual enrollment)
 - Targeted support for ACT/WorkKeys prep (ACT Certified Educator Training)
 - Expand Arts course offerings at Satellite Center (sculpting and piano courses)

(A. Aucoin asked for dollar amount in savings for college credits earned by high school students and advertising this info so public is aware)

*Supporting struggling students academically to aid in student achievement (provide Science of Reading professional learning)

GOAL B: Excellence in Leadership and Personnel

Assistant Superintendent of Human Resources and Administrative Services Tresa Webb presented to the Board and discussions were held on:

- Recruitment and Selection
 - Marketing Campaign - #1 in LA (Board member E. Alexander informed Administration of the University of British Columbia specializing in teachers)
 - Multi-tiered approach to hiring non-teaching staff
 - Assistant Administrators Program
 - AM/PM Transition Plan
 - *Developing Employees
 - Training for interviewing, training modules for SOS, Alternative Certificate Coursework, Alternative Certification for Mentor & Compensation, Resident and New Teacher Mentor Certification & Compensation, Reinstatement Leadership training, Transition to state recommended teacher observation rubric, Special Education Certification through REACH program
- Supportive Structures
 - Digitized workflows
 - Survey substitute teachers & provide support
 - Survey new employees
 - Salary Study
 - *Employee Stress Reliever Series
- *Healthy Walk at the Westbank Farmers Market
- *Critical Illness & Wellness race for SCPS employees Fall 2022

GOAL C - Operational Effectiveness

Director of Technology Stephanie Stieb presented to the Board and discussions were held on:

- *2022 Bond Issue Projects (Infrastructure Upgrades and Large Screen Obsolescence)
- *CELC and EBHS Infrastructure Upgrades
- *Wireless Access for East and West Bank Bus Yards
- *Transition to Hosted Environment (PowerSchool and HR/Payroll/Accounting)
- *Proposed Position (Technology Installation Center Facility Coordinator
 - Board agreed to move forward with this position

Administrator of Ancillary Services Teresa Brown presented to the Board and discussed the following:

- *Child Nutrition
 - Analyze, revise, survey and update menus
 - Election of Community Eligibility Provision for SY 22/23
- *Transportation
 - Upgrade Software to create efficiencies and improve service
 - Implement Transportation Staffing Update

Goal D - Safe and Supporting Learning Environments

Chief Plant Services and Security Officer John Rome presented to the Board and discussed:

- *2019 Sales Tax Bond Issue Projects
 - Phase 2 (DHS/HHS Gyms) complete construction
 - Phase 3 (CO HVAC Replacement, LPAC/RKS/SAT Drainage, DHS/HHS Stadium Lights, HPE canopy replacement)
- *2022 Bond Issue Projects
 - Phase 1 Design (EBHS Renovation & Addition, RKS Addition)
 - Construction - Technology and security upgrades
 - A/E recommendations presented at July Committee
 - Hurricane Ida - Permanent Repairs
 - *Project Management Temporary Assistant Proposal

Administrator of Safety, Security & Athletics Kade Rogers presented and discussed with the Board:

- *Installation of vape sensors in middle and high schools
- *Develop drug and vape communication plan
- *Reviews of Athletic facilities with stakeholders
- *Develop DocuSign Workflow for extra work agreements

Executive Director of Student Services Jerry Smith presented Health and Social Services to the Board and discussions were held on:

- *Comprehensive School-Based Social-Emotional Wellness Program (Branding District Manual, Better Day for St. Charles Parish, Pin-In)
- *Modified Violence Prevention Program Pilot
- *Suicide Prevention
- *Vaping Deterrent Initiatives
- *Comprehensive School Counseling Program
 - Audit current program and implement action steps
 - Mentors for new counselors
 - Student Support Initiatives

Executive Director of Equity and Student Support Tamika Green presented to the Board and discussions were held on:

- *District Equity Ambassadors
- *Research Online Training Platforms
- *Professional Learning
- *Social Emotional Learning Task Force
- *Restorative Practices
- *Teachers of Color Advisory Committee
- *Publicize District Equity Initiatives
- *Desegregation Recognition Committee

GOAL E - Engaging Stakeholders

Executive Director of Secondary Schools Chris Kimball and Executive Director of Elementary Schools Angelle Babin presented and discussed with the Board:

- *Family and Community Involvement
 - Increase parent involvement on school improvement committees
 - Increase access and opportunities supported by the Learn With Us Bus

Director of Public Information Stevie Civetto presented and discussed with the Board:

- *Refine/enhance SCPS logo
- Update and reproduce district marketing materials and items
- *Boost social media posts
- *Explore additional options available through Blackboard Connect

LUNCH BREAK

Dr. Gertling presented upcoming LASAP Phase X and received Board feedback.

Chief Financial Officer Ronald White gave a millage update to the Board. It was discussed and the Board was in support of a 1.0 Mill reduction and keep the budget surplus for financial flexibility and future expenditures.

BOARD TOPICS - At the request of the Board, Bob Hammonds and Charles Hardie from Hammond & Silis discussed the Emergency Project Management selection procedures and processes and how federal funds affect this process. Mr. John Smith inquired about allowing the top 3 firms chosen by Administration to respond to named storm on a rotating basis. Per Mr. Hardie, the firms would have to be vetted and may affect the scope of work depending on the damages and a new RFP would have to be submitted and limit the number of years of contract. It was agreed to revise the RFP for Emergency Project Management for the July 2022 Board meeting. The Board's involvement with selecting contracts was also discussed. Mr. Hardie advised that policy be revised and RFP verbiage concerning procedure be added and will work with CFO Ronald White to complete this.

GOAL C - Operational Effectiveness (Continued)

Director of the Dr. Rodney R. Lafon Performing Arts Center Christopher Melchior provided a LPAC update to the Board which included a plan of action and upcoming events at the center. A discussion was held including minimizing barriers, exploring creativity, relevant and diverse experiences and safety and training. Ms. Melchior also presented production numbers which included marketing, expenses and revenue. Board member J. Smith requested a 3 year projection, future building maintenance and cost projections. Director of Sales Tax and legal counsel Ms. Paula Jeanstonne reviewed the St. Charles Parish ordinance on sale of alcohol at the LPAC. The Board agreed to move forward with approaching the Parish Council for selling alcohol at non-school events by a third party. Mr. J. Smith suggested surveying the public on this matter.

Administrator of Ancillary Services Teresa Brown updated the Board on the Community Education program. The Board approved and directed Administration to discontinue the program.

Goal B - Excellence in Leadership and Personnel (Continued)

Assistant Superintendent of Human Resources and Administrative Services Tresa Webb presented the AM/PM Transition plan to the Board. The Board agreed and directed Administration to move forward with the plan for the June 2022 Board meeting.

Motion by A. Aucoin second by E. Alexander and unanimously agreed to going into Executive Session per L.R.S. 42:16-17.

Superintendent Evaluation

3. Closing

3.01 Motion to Adjourn

Motion to adjourn.

Motion by Ellis A. Alexander, second by Arthur A. Aucoin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suftrin

Publish: June 16, 2022

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF MAY 16, 2022, 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

Final

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

Monday, May 16, 2022 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-Cormier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Cubre, Chief Administrative Officer Mike Palamona, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Assistant Director Brandon Bernard, Wastewater Assistant Director David deGeneres, Planning & Zoning Director Michael Albert, Parks and Recreation Director Duane Forest, Public Information Office, Eric Zurcher

CALL TO ORDER

PRAYER / PLEDGE

Reverend Marilyn Diggs
Mount Zion Community Church, Boule

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Billings, to approve the minutes from the regular meeting of May 2, 2022. The motion carried by the following vote:

Yes: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2022-0140

Proclamation: "Gospel Musical Festival Weekend"

Sponsors: Mr. Dufrene

Road

2022-0141

Proclamation: "Alzheimer's and Brain Awareness Month"

Sponsors: Mr. Jewell

Road

2022-0142

Proclamation: "St. Charles Parish First Responders Crawfish Cook-Off Day"

Sponsors: Ms. Clulee

Road

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2022-0144

Information Technology

Executive Director of Technology and Cybersecurity Anthony Ayo

Councilwoman Fonseca spoke on the matter.
Mr. Ayo spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Reported

2022-0145

Department of Planning & Zoning/CZM

Planning & Zoning Director Michael Albert

Parish President Matthew Jewell spoke on the matter.
Mr. Albert spoke on the matter.
Councilwoman Clulee spoke on the matter.
Councilwoman Darenbourg Gordon spoke on the matter.
Chairman Fisher spoke on the matter.

Reported

2022-0146

Parish President Remarks/Report

Sponsors: Mr. Jewell

Councilwoman Fisher-Cormier spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Councilwoman Bellock spoke on the matter.
Councilwoman Clulee spoke on the matter.
Councilwoman Darenbourg Gordon spoke on the matter.
Chairman Fisher spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER 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 MONDAY, JUNE 6, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2022-0143

An ordinance approving and authorizing the execution of a contract with Del-Con, LLC, for the St. Charles Parish Parks and Recreation IMTT Redesign project in the amount of \$223,940.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on June 6, 2022

2022-0150

An ordinance approving and authorizing the execution of Amendment No. 6 to Ordinance No. 08-10-5, which approved the execution of a Professional Services Agreement with MB3 Inc. d/b/a Civix, formerly GCR, Inc. and GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee (Parish Project No. 080805-1D).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 6, 2022

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2022-0131

An ordinance approving and authorizing the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C., d.b.a. Civil & Environmental Consulting Engineers to perform engineering services for the Department of Recreation West Bank Bridge Park Improvements, in the amount not to exceed \$274,570.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Forest spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 22-5-12

2022-0134

An ordinance approving and authorizing the execution of a contract with Lakeview Construction & Development, LLC for the Ashton Park Development Restroom Facility in the amount of \$371,488.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:
Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Speakers:
Mr. Roy Martin, Luling
Ms. Patrice Jones Honor, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Mr. Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 22-5-13

2022-0136

An ordinance to amend the 2021 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Jewell and Department of Finance

Reported:
Finance Department Recommended: Approval
Finance Director Grant Dussom spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 22-5-14

2022-0137

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish Westbank Trailhead, Parish Project No. P180903, to increase the contract amount by \$1,767.00 and increase contract time by 168 days.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Chief Administrative Officer Mike Palamone spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 22-5-15

2022-0138

An ordinance approving and authorizing the execution of a Professional Services Agreement with GeoEngineers, Inc., to perform engineering services for the Oxidation Pond Hwy. 3127 Project (Project No. S190902), in the amount not to exceed \$67,285.00.

Sponsors: Mr. Jewell and Department of Wastewater

Reported:
Wastewater Department Recommended: Approval
Wastewater Assistant Director David deGeneres spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. deGeneres spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No. 22-5-16

2022-0139

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section X. Exceptions and modifications, item H., to include manufactured homes as a temporary emergency housing unit type and revise the standards.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Planning & Zoning Director Michael Albert spoke on the matter.

Council Secretary Michelle Impastato spoke on the matter.

A motion was made by Councilmember Fonseca, seconded by Councilmember Gibbs, to accept the revised version of File No. 2022-0139. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Amended

2022-0139

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section X. Exceptions and modifications, item H., to include manufactured homes as a temporary emergency housing unit type and revise the standards.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Speakers:
Ms. Patrice Jones Honor, Hahnville
Mr. Albert spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Albert spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 22-5-17

PERSONS TO ADDRESS THE COUNCIL

2022-0148

Mr. Lewis Logan, III: Marylee Robinson and Police Brutality

A motion was made by Councilmember Clulee, seconded by Councilmember Darenssbourg Gordon, to extend Mr. Logan's time an additional three minutes. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Time Extended

Councilwoman Bellock spoke on the matter.
Mr. Logan spoke on the matter.
Councilwoman Darenssbourg Gordon spoke on the matter.
Chairman Fisher spoke on the matter.

Heard

APPOINTMENTS

2022-0115

A resolution to appoint Mr. William Jewell Sirmon, III to the Hospital Service District No. 1, Parish of St. Charles.

VOTE ON THE APPOINTMENT OF MR. WILLIAM JEWELL SIRMON, III

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 6634

2022-0119

A resolution to appoint Ms. Marilyn Ross to the St. Charles Parish Planning & Zoning Commission as the District I Representative.

VOTE ON THE APPOINTMENT OF MS. MARILYN ROSS

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 6635

2022-0120

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative.

Councilwoman Fisher-Cormier requested File No. 2022-0120 be deferred.
Chairman Fisher stated that File No. 2022-0120 will be deferred to the June 6, 2022 council meeting.

Deferred

2022-0147

A resolution for the St. Charles Parish Council to commence the appointment process of a representative of the New Orleans Aviation Board by selecting three proposed appointees and requesting the Mayor of the City of New Orleans complete the process for approval of one appointee to fill one New Orleans Aviation Board position scheduled to expire on June 30, 2022.

Sponsors: Mr. Fisher

Nominee:
Councilwoman Fisher-Cormier nominated Mr. Gary L. Smith, Sr.

VOTE ON THE NOMINATION OF MR. GARY L. SMITH, SR.

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Nomination(s) Accepted

Nominee:
Councilwoman Bellock nominated Mr. William Billy Woodruff

VOTE ON THE NOMINATION OF MR. WILLIAM BILLY WOODRUFF

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Nomination(s) Accepted

Nominee:
Councilman Gibbs nominated Mr. Ricky Bosco

VOTE ON THE NOMINATION OF MR. RICKY BOSCO

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Nomination(s) Accepted

2022-0147

A resolution for the St. Charles Parish Council to commence the appointment process of a representative of the New Orleans Aviation Board by selecting three proposed appointees and requesting the Mayor of the City of New Orleans complete the process for approval of one appointee to fill one New Orleans Aviation Board position scheduled to expire on June 30, 2022.

Sponsors: Mr. Fisher

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 6636

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2022-0149

A resolution appointing an Official Journal to serve the Parish Council of St Charles Parish for the period June 2022 through June 2023.

Authorize the Advertisement for Acceptance of Proposals; carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Authorized

ADJOURNMENT

A motion was made by Councilmember Dufrene, seconded by Councilmember Fonseca, to adjourn the meeting at approximately 8:00 pm. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenssbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

Publish: June 16, 2022

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, JUNE 6, 2022, 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.

2022-0143
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 22-6-1
An ordinance approving and authorizing the execution of a contract with Del-Con, LLC, for the St. Charles Parish Parks and Recreation IMTT Redesign project in the amount of \$223,940.00.

WHEREAS, the Parish entered into an Administrative contract on July 22, 2021 with Murray Architects, Inc. for professional engineering services for IMTT Park upgrades for a fee of \$19,996.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on March 24, 2022, for the St. Charles Parish Parks and Recreation IMTT Redesign project; and,

WHEREAS, Murray Architects, Inc. has reviewed the bids and recommends that the contract be awarded to Del-Con, LLC, in the amount of \$223,940.00; and,

WHEREAS, St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the IMTT Park in St. Rose; and,

WHEREAS, these upgrades will encourage and enable our residents to partake in outdoor exercise to improve and promote a healthy lifestyle; and,

WHEREAS, these improvements will include the beautification of the existing IMTT Park with the relocation of existing batting cages, fence line, parking/pavement improvements, and a pavilion; and,

WHEREAS, it is the desire of the Parish Council to approve and authorize this contract.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Del-Con, LLC for the construction of the St. Charles Parish Parks and Recreation IMTT Redesign project is hereby approved and accepted in the amount of \$223,940.00.

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

SECTION III. A final notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 6th day of June, 2022 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Laporte
CLVD/PARISH PRESIDENT: June 16, 2022
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 16, 2022
AT: 7:34 PM RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Del-Con, LLC, hereinafter called the "Contractor", whose business address is P.O. Box 916, Berwick, LA 70342, and the St. Charles Parish, hereinafter called the "Owner"

Owner and Contractor, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

1.01 Contractor shall furnish all labor and materials and perform the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following:

Project Name: St. Charles Parish Parks and Recreation IMTT Redesign
Project Number: Not Applicable

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Murray Architects, Inc.

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated October 5, 2021, Addenda number(s) One (1), the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: Beautification of existing IMTT Park with the relocation of existing batting cages, fence line, parking / pavement improvements, party and pavilion as indicated on drawings.

ARTICLE 2

ARCHITECT

2.01 The Project has been designed by Murray Architects, Inc. who is hereinafter called "Architect" and who will assume all duties and responsibilities and have the rights and authority assigned to Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within 120 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Five Hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

a) (\$223,940.00) Two Hundred Twenty Three Thousand Nine Hundred Forty Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.

6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
- b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater;

6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.

6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.

6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.

7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers One (1) to One (1) inclusive)
- h) Contract documents bearing the general title "St. Charles Parish Parks and Recreation IMTT Redesign," dated October 5, 2021.
- i) Drawings, consisting of a cover sheet dated October 5, 2021 and the sheets listed on Drawing "St. Charles Parish Parks and Recreation IMTT Redesign," each sheet bearing the following general title:
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles
By: _____
Title: _____
CONTRACTOR: DEL-CON, LLC
By: [Signature]
Title: member / manager

ATTEST:
By: _____
Title: _____

ATTEST:
By: Alison McPattie
Title: Office Manager

2022-0150
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 22-6-2
An ordinance approving and authorizing the execution of Amendment No. 8 to Ordinance No. 08-10-6, which approved the execution of a Professional Services Agreement with MB3 Inc. d/b/a Civix, formerly GCR, Inc. and GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee (Parish Project No. 080905-1D).
WHEREAS, Ordinance No. 08-10-6 adopted October 20, 2008, by the St. Charles Parish Council, approved and authorized execution of a Professional Services Agreement (the "Agreement") with GCR, Inc. (formerly GCR & Associates, Inc.) to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee Project for a period of three years; and,
WHEREAS, the St. Charles Parish Council determined that services were still required for the progression of the project and adopted Ordinance No. 11-2-13 approving Amendment No. 1; Ordinance No. 12-10-6 approving Amendment No. 2; Ordinance No. 14-4-3 approving Amendment No. 3; Ordinance 15-6-7 approving Amendment No. 4; Ordinance No. 16-7-5 approving Amendment No. 5; Ordinance No. 17-9-3 approving Change Order No.1 to Amendment No. 5; Ordinance No. 18-12-1 approving Amendment No. 6, and Ordinance No. 20-6-3 approving Amendment No. 7; and,
WHEREAS, Resolution 6547 adopted on February 22, 2021, by the St. Charles Parish Council, approved and authorized the execution of a letter by St. Charles Parish approving MB3, Inc. as the successor of GCR, Inc. regarding the Agreement for the West Bank Hurricane Protection Levee; and,
WHEREAS, said right-of-way acquisition and program management services continue to be needed for the West Bank Hurricane Protection Levee initiative; and,
WHEREAS, St. Charles Parish now desires the approval of Amendment No. 8 to said Agreement to extend the contract time frame from July 1, 2022 through June 30, 2024 and to increase the maximum compensation allowance for the extended time frame by \$200,000.00, per the hourly billable rates in the attached EXHIBIT A.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Amendment No. 8 to Ordinance No. 08-10-6 adopted on October 20, 2008, to extend the contract time frame and provide for additional funding is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 8 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-CORMIER
NAYS: NONE
ABSENT: NONE
And the ordinance was declared adopted this 5th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spadaro
DLVD/PARISH PRESIDENT: June 16, 2022
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 16, 2022
AT: 7:34pm RECD BY: [Signature]

**AMENDMENT NO. 8
TO
PROFESSIONAL SERVICES AGREEMENT
FOR WEST BANK HURRICANE
PROTECTION LEVEE**

THIS AMENDMENT NO. 8 is made and entered into on this _____ day of _____, 2022;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

MB3 INC. D/B/A CIVIX, FORMERLY GCR INC. AND GCR & ASSOCIATES, INC., represented herein by Mona Nosari, its Senior Vice President, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT");

WHEREAS, on October 20, 2008, the St. Charles Parish Council approved Ordinance No. 08-10-6 authorizing a Professional Services Agreement (the "Agreement") between St. Charles Parish and GCR, Inc. (formerly GCR & Associates, Inc.) to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee (Parish Project No. P080905-1D); and,

WHEREAS, the St. Charles Parish Council determined that services were still required for the progression of the project and adopted Ordinance No. 11-2-13 approving Amendment No.1; Ordinance No. 12-10-6 approving Amendment No.2; Ordinance No. 14-4-3 approving Amendment No.3; Ordinance 15-6-7 approving Amendment No.4; Ordinance No. 16-7-5 approving Amendment No.5; Ordinance No. 17-9-3 approving Change Order No.1 to Amendment No.5; Ordinance No. 18-12-1 approving Amendment No.6, and Ordinance No. 20-6-3 approving Amendment No.7; and,

WHEREAS, On February 22, 2021, the St. Charles Parish Council adopted Resolution 6547 approving and authorizing the execution of a letter by St. Charles Parish approving MB3, Inc. as the successor of GCR, Inc. regarding the Agreement for the West Bank Hurricane Protection Levee; and

WHEREAS, said right-of-way acquisition and program management services continued to be needed for the West Bank Hurricane Protection Levee initiative; and,

WHEREAS, St. Charles Parish now desires the approval of Amendment No.8 to said Agreement to extend the contract time frame from July 1, 2022, through June 30, 2024, and to set the maximum compensation allowance for the extended time frame at \$200,000.00, per the hourly billable rates in the attached EXHIBIT A.

**ATTACHMENT "EXHIBIT A"
Hourly Billable Rates**

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2022.

Witnesses: **ST. CHARLES PARISH**
By: _____
Matthew Jewell
Parish President
Date: _____

MB3 INC. D/B/A CIVIX
By: _____
Mona Nosari
Senior Vice President
Date: _____

**EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
WEST BANK HURRICANE LEVEE, ST. CHARLES PARISH
HOURLY BILLABLE RATES**

Employee Classification	2022 Billable Hourly Rate
Program Manager	\$195.00
Project Manager	\$130.00
Senior GIS/Mapping Tech.	\$125.00
Senior Real Estate Specialist	\$120.00
Planner/Real Estate Specialist	\$110.00
GIS/Mapping Technician	\$100.00
Graphics Specialist	\$90.00
Abstractor	\$95.00
Junior Real Estate Specialist	\$80.00
Administrative/Clerical	\$67.00

Appraisal and Surveying Rates to be furnished under separate proposal.

2022-0151
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(BOND COUNSEL)
RESOLUTION NO. 6637

A resolution authorizing the application to the Louisiana Department of Environmental Quality by the Parish of St. Charles, State of Louisiana.

WHEREAS, the Parish of St. Charles, State of Louisiana (the "Parish") is in need of funding for the acquisition, construction and improvement of wastewater facilities and systems in the Parish; and,

WHEREAS, loans and/or grants for this project may be available through the State Revolving Fund loan program operated by the Louisiana Department of Environmental Quality.

NOW, THEREFORE BE IT RESOLVED by the St. Charles Parish Council, acting as the governing authority of the Parish, that:

SECTION 1. The Parish President is hereby authorized to submit a pre-application, application, and issue debt in the amount of \$10,000,000 to the Department of Environmental Quality on behalf of the Parish for the purpose of placing this project on the Project Priority List for funding through the State Revolving Fund loan program.

SECTION 2. The Parish President is further authorized to furnish such additional information as may reasonably be requested in connection with the pre-application.

SECTION 3. The Parish President is hereby designated as the Official Project Representative for the Parish for any project that may result from the submission of the pre-application.

SECTION 4. This resolution shall become effective immediately upon adoption and shall ratify any actions taken to date.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted on this, the 6th day of June, 2022, to become effective immediately upon adoption.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spadaro
DLVD/PARISH PRESIDENT: June 16, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 16, 2022
AT: 7:34pm RECD BY: [Signature]

2022-0165
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)
RESOLUTION NO. 6638

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 \$260,000.00 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 contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$260,000.00 in State Aid to Local Government Entities State General Fund Direct funding for infrastructure 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 State of Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish for funding to complete drainage improvements.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 6th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spadaro
DLVD/PARISH PRESIDENT: June 16, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 16, 2022
AT: 7:34pm 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 **TWO HUNDRED SIXTY THOUSAND & NO/100 (\$260,000) 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 at King and Hahn Streets

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 at King and Hahn Streets.

2.2 Deliverables: Spend \$260,000 to complete drainage improvements at King and Hahn Streets 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 TWO HUNDRED SIXTY THOUSAND, & NO/100 (\$260,000) 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*):

X. **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

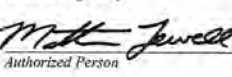
Agency Head or designee

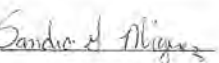
Print Name and Title

THIS DONE AND SIGNED AT Hahnville, Louisiana on the 6th day, of June, 20 22.

WITNESSES: Contracting Party




Authorized Person



Matthew Jewell, Parish President
Print Name and Title

2022-0167

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6639

A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish regarding the construction

of the Des Allemands Boat Launch (BA-0237) project.

WHEREAS, the Oil Pollution Act of 1990 established the Deepwater Horizon Natural Resource Damage Assessment (NRDA) Settlement Fund to restore wetlands, habitats, and water quality, protect wildlife, and provide and enhance recreational opportunities; and,

WHEREAS, the Des Allemands Boat Launch is being constructed for the purpose of providing and enhancing recreational opportunities; and,

WHEREAS, the Louisiana Trustee Implementation Group (LA TIG) adopted and approved the *Final Restoration Plan/Environmental Assessment #4: Nutrient Reduction (nonpoint source) and Recreational Use* (Final RP/EA #4) which allocated \$1,841,116 in NRDA settlement funds to the construction of the Des Allemands Boat Launch project; and

WHEREAS, the Coastal Protection and Restoration Authority (CPRA) is the State agency responsible for the oversight of these funds; and,

WHEREAS, CPRA has prepared the necessary Intergovernmental Agreement to provide funding for the project 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 an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish for funding to complete the Des Allemands Boat Launch project.

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 project and subsequent grant award.

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

YEAS: BILLINGS, PONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 6th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Ray Fisher*

SECRETARY: *Michelle Spadato*

CLVD/PARISH PRESIDENT: *June 16, 2022*

APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *Matt Jewell*

RET/SECRETARY: *June 16, 2022*

AT: *7:34pm* REC BY: *[Signature]*

CPRA Agreement No. _____

Ordinance No. _____

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COASTAL PROTECTION AND RESTORATION AUTHORITY

AND

ST. CHARLES PARISH

REGARDING

CONSTRUCTION OF

THE DES ALLEMANDS BOAT LAUNCH

(BA-0237)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into and effective on _____, 2022, by and between the State of Louisiana through the Coastal Protection and Restoration Authority, (hereinafter sometimes referred to as the "CPRA" or the "STATE") acting by and through its Executive Director, Lawrence B. Haase, and St. Charles Parish (hereinafter referred to as the "PARISH") represented by its duly authorized Parish President, Matthew Jewell (hereinafter collectively referred to herein as the "Parties").

WHEREAS, pursuant to La. R.S. 49:214.6.1 *et seq.*, CPRA shall be responsible for the implementation and enforcement of the master plan and annual plan and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1; and

WHEREAS, the PARISH has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the STATE, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in its Home Rule Charter; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of providing and enhancing recreational opportunities impacted by the *Deepwater Horizon* oil spill (DWH oil spill) through the implementation and construction of the Des Allemands Boat Launch ("Project" or "Des Allemands Boat Launch"); and

WHEREAS, this Project, referred to as the Des Allemands Boat Launch in the *Louisiana Trustee Implementation Group Final Restoration Plan/ Environmental Assessment #4: Nutrient Reduction (nonpoint source) and Recreational Use* (Final RP/EA #4), was evaluated pursuant to the Oil Pollution Act of 1990 (OPA), the National Environmental Policy Act (NEPA), the *Deepwater Horizon* Oil Spill: *Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement* (PDARP/PEIS), and the *Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon Oil Spill* (TC SOPs); and

WHEREAS, the Louisiana Trustee Implementation Group (LA TIG) adopted and approved the release of the Final RP/EA #4 which found this Project eligible for funding under the Natural Resource Damage Assessment (NRDA) settlement funds from the DWH oil spill and in which this Project was selected for engineering, design, and construction; and

WHEREAS, the Final RP/EA #4, and the subsequent LA TIG Change Memorandum dated October 21, 2021 (the "10/21/21 Change Memorandum"), details the Project, including the total estimated Project costs and engineering, design, and construction of the Project; and

WHEREAS, pursuant to the Final RP/EA #4, the Parish will be responsible for the operations, maintenance, and monitoring of the Project; and

WHEREAS, this Agreement pertains to engineering, design, and construction of the Project; and

WHEREAS, this Agreement will be mutually beneficial to the Parties in the furtherance of their respective statutory purposes, duties, and authorities, and each Party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

WHEREAS, CPRA and the PARISH, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and to facilitate the successful implementation of the Project as described herein; and

NOW, THEREFORE, in consideration of the Parties' mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1 *et seq.*, the constitution and general laws of the State of Louisiana, the Parties hereto do hereby agree as follows:

ARTICLE I

OBJECTIVE AND IDENTIFICATION

- A. **Objective.**
- The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the STATE and the PARISH in the engineering, design, construction, and operation and maintenance of the Des Allemands Boat Launch approved for funding by the LA TIG in the Final RP/EA #4 and the 10/21/21 Change Memorandum.
- B. **Identification.**
- For the purpose of administration, identification and record keeping, State Project Number BA-0237 is assigned to this Project. This number will be used to identify all Project costs.

ARTICLE II

GOAL

Implementation and construction of the Des Allemands Boat Launch to provide and enhance recreational opportunities impacted by the *Deepwater Horizon* oil spill (DWH oil spill).

ARTICLE III

PROJECT DESCRIPTION

This Project involves the engineering, design, and construction of the Des Allemands Boat Launch as described and detailed in **Attachment A**, LA TIG Implementation Work Plan for the Des Allemands Boat Launch, which is attached hereto and incorporated herein.

ARTICLE IV

SCOPE

The PARISH and any retained contractors hereby agree to furnish services as outlined in **Attachment A**, LA TIG Implementation Work Plan and in accordance with Final RP/EA #4.

ARTICLE V

PERFORMANCE MEASURES

The performance of this Agreement will be measured by the State Contract Monitor, Maury Chatellier, or his designee, authorized on behalf of the State, to evaluate the PARISH's contractor's/subcontractor's/consultant's performance against the criteria in the Scope of Services and are identified as:

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this contract shall include the PARISH's contractor's/subcontractor's/consultant's timely and successful completion, submission, and performance of any work product being sought and provided through this Agreement, consistent with the provisions, goals and objectives of this Agreement. The Performance Measures for this Project are also set forth in the LA TIG's Final RP/EA #4.

ARTICLE VI

PROJECT FUNDING AND COMPENSATION

This Agreement shall be administered as follows:

- A. CPRA shall provide to the PARISH a maximum of \$1,841,116 in *Deepwater Horizon* Natural Resource Damage Assessment ("NRDA") Settlement Funds. The Project Budget Estimate is provided in **Attachment A**. This is intended to be an estimate; actual quantities shall be billed as incurred not to exceed the maximum Project cost as specified herein.
- B. If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% of that particular funding category as set forth in this Paragraph and in **Attachment A**, all work in that particular category shall cease. The Parties may agree to increase the cost of completing that particular category by transferring funds from one category to the other but only if such increase does not cause any funding to exceed the maximum Project cost. Such agreements regarding transferring funds from one category to another shall be governed by the DWH TC SOPs, of which both Parties are in possession.
- C. All funding expended for this Project shall be used for the purposes stated herein and shall be managed and administered by CPRA. All funding shall be subject to Article XXIV entitled "Fiscal Funding Clause".
- D. The Parties also agree to abide by the relevant provisions set forth in the TC SOPs.

ARTICLE VII

PROJECT RESPONSIBILITIES

- A. **Project Tasks**
1. CPRA will perform the following:
- a) Provide funding on a reimbursable basis for engineering and design and construction of the Project.
- b) Provide appropriate personnel for consultation as required.
- c) Provide access to relevant materials required in the performance of the work.
- d) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
2. The PARISH, or its agent, will perform the following:
- a) Engineering, design, and construction of the Project.
- b) Oversight of contracted work to perform any tasks listed above and in accordance with the following:
- a. Scopes of Work issued by the PARISH and associated costs incurred by the PARISH to contractors/subcontractors/consultants or other third parties for work pertaining to the Project shall be provided to the CPRA Project Manager identified in Article X.
- b. Scope of Work changes shall be properly documented, organized, and shall be provided to the CPRA Project Manager.
- c. Provide any design documents at the request of CPRA to a third party review contractor selected by CPRA.
- c) Receive, approve, and pay invoices from consultants/contractors/subcontractors/vendors on a timely basis and in accordance with this Article and all applicable state, federal, and local laws.
- d) Submit invoices to CPRA for reimbursement.
- e) The PARISH shall adhere to all applicable state funding requirements and guidelines, as well as to all terms and conditions of this Agreement. At CPRA's sole discretion, the PARISH's failure to adhere to these requirements may result in no payment to the PARISH.
- B. **Public Bid**

When a work item/task is of a scope and magnitude that is beyond the capabilities of the PARISH, the PARISH shall solicit bids for the services, labor and materials needed to construct the Project in accordance with all applicable Public Bid Laws of the State, including, but not limited to La. R.S.38:2211, *et seq.* and any other laws, rules, regulations, or requirements as are applicable to political subdivisions of the State.

ARTICLE VIII

DELIVERABLES

The PARISH shall submit to CPRA a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement.

During the construction period, the PARISH or its agent will document Project construction with monthly status reports that summarize the progress of construction, identify any potential or actual problems associated with compliance with the construction contract, and describe any field changes or change orders. CPRA shall receive copies of these reports by the 10th calendar day of each month and be invited to construction meetings. The PARISH will immediately notify CPRA of any construction delays or specific environmental concerns.

The PARISH or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA, if requested to do so. The PARISH will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including but not limited to as-built drawings (CAD drawings and input files), verification of completed punch-list items, photographic documentation of completed work, and any other information requested by CPRA, within two months of final inspection, if requested.

The work for this Project shall be performed in accordance with this Agreement, the *Deepwater Horizon* LA TIG Final RP/EA #4, the LA TIG Change Memorandum dated October 21, 2021, and all Engineering Design Documents, Plans, and Specifications shall be prepared according to sound engineering principles and practices as directed and defined by the CPRA Engineering Division.

The PARISH shall also submit to CPRA all other deliverables as are specified in Article VII.A.2 and IX.

ARTICLE IX

PAYMENT

All costs incurred by the PARISH on or after the beginning of the Agreement in Article XLII, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles VI, VII, and VIII herein.

The PARISH acknowledges that any of the Project Funds not used in accordance with the terms and conditions of this Agreement, shall be reimbursed to CPRA, and that any cost and expense in excess of the total maximum Project cost, as agreed to by CPRA and set forth herein, shall be the sole responsibility of the PARISH.

Payments will be made only on the approval of Maury Chatellier, or his designee. Payment to the PARISH for services rendered shall be made according to the following and provided that the PARISH shall provide the below to CPRA, through CPRA's Project Manager identified in Article X:

- A. Prior to reimbursement, the PARISH shall render detailed monthly invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in **Attachment B**, along with the following:
- I. Monthly contracted services summary.

B. Copies of all recorded time sheets/records for consultants/contractors/ subcontractors/vendors shall be included in the detailed monthly invoices.

C. Invoices shall be verified by the PARISH's consultant/contractor/ subcontractor/vendor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications.

D. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Article X of this Agreement. Project costs in excess of those described in Article VI shall be borne 100% by the PARISH.

E. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by CPRA to the PARISH exceed **\$1,841,116** for the initial term of this Agreement.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. Travel and other allowable expenses shall constitute part of the maximum payable under the terms of this Agreement. All out of state travel will be subject to prior written approval of the Executive Director of the CPRA.

This is a budget estimate; actual rates and quantities shall be billed as incurred, not to exceed the total maximum Project cost of **\$1,841,116**, as set forth in Article VI.

The participation by CPRA in the Project shall in no way be construed to make CPRA a party to any contract between the PARISH and its consultant(s)/contractor(s)/subcontractor(s).

ARTICLE X

RECORD KEEPING, REPORTING, AUDITS AND CONTRACT MONITORING

The Contract Monitor for this Agreement is Maury Chatellier, or his designee, and the Project Manager designated for the Project by CPRA shall be Joe Wyble, or his designee. CPRA shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project. Likewise, the PARISH shall maintain a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by CPRA at any time and upon request.

The PARISH agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to any requirements of the subject NRDA restoration plan and TC SOPs.

The PARISH shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the Project Funds, pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the Agreement period and for a six (6) year period from the date of reimbursement under the Project for inspection by CPRA and/or the Legislative Auditor; however, prior to disposal of any Project data for the Project, the PARISH shall obtain prior written approval from CPRA.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Inspector General, and Division of Administration, shall have the authority to audit all records and accounts of CPRA and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.*, as applicable, and/or the TC SOPs. The PARISH further agrees to make available to the Office of the Governor, Division of Administration, any documents, papers or other records, including electronic records of the PARISH that are pertinent to the Project Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the PARISH's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

CPRA and the PARISH, and any consultants/contractors/subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of ten (10) years after the date of final payment under the prime contract and any contract/subcontract entered into under this Agreement.

The purpose of submission of documentation by CPRA to the PARISH, or by the PARISH to CPRA as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this Agreement. CPRA assumes no responsibility to provide extensive document review for any documents received by the PARISH or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The PARISH and its consultants/contractors/subcontractors shall also be responsible for, and assure, compliance with all applicable state statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

The PARISH shall be responsible for monitoring any consultants, contractors and subcontractors to ensure that work performed in connection with this Agreement comports with the Agreement's terms and all applicable federal and state laws, rules, regulations, and guidelines.

The Parties agree to abide by the relevant record keeping, reporting, auditing, and monitoring provisions set forth in the TC SOPs.

ARTICLE XI

TERMINATION FOR CAUSE

CPRA may terminate this Agreement for cause based upon the failure of the PARISH to comply with the terms and/or conditions of the Agreement; provided that CPRA shall give the PARISH written notice specifying the PARISH's failure. If within thirty (30) days after receipt of such notice, the PARISH 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 CPRA may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of CPRA to comply with the terms and conditions of this Agreement; provided that the PARISH shall give CPRA written notice specifying CPRA's failure and providing a reasonable opportunity for CPRA to cure the defect.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE XII

TERMINATION FOR CONVENIENCE

CPRA may terminate this Agreement at any time by giving thirty (30) days written notice to the PARISH. The PARISH may likewise terminate this Agreement at any time by giving thirty (30) days written notice to CPRA. The PARISH shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the PARISH incurs which are directly associated with the

termination, modification, or change of any underlying engineering, design and/or consultant contracts for the Project.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE XIII

ALLOWABLE COSTS

Costs that result from obligations incurred by the PARISH during a suspension or after termination are not allowable unless CPRA expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the PARISH before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE XIV

NON-DISCRIMINATION CLAUSE

The Parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, the Davis-Bacon Act (40 USC 276a *et seq.*), and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XV

COMPLIANCE WITH STATE AND FEDERAL LAW

The Parties agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable.

Further, the PARISH and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, rules, regulations, guidelines, policies, and ordinances, in carrying out all provisions of this Agreement.

ARTICLE XVI

EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The PARISH and any retained contractors shall inform their employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The PARISH and any retained contractors shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

ARTICLE XVII

VETERANS AND HUDSON INITIATIVES

CPRA fully participates in and encourages the PARISH and any retained contractors to participate in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as "LaVets" and "SEs" respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

ARTICLE XVIII

HOLD HARMLESS AND INDEMNITY

The PARISH shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify and hold CPRA and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the PARISH, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the PARISH shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of CPRA, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

ARTICLE XIX

CLAIMS FOR LIENS

The PARISH shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the PARISH in connection with the performance of its obligations under this Agreement.

ARTICLE XX

TAXES

The PARISH hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be PARISH's obligation and identified under Federal Tax Identification Number 72-6001208.

ARTICLE XXI

AMENDMENTS

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

ARTICLE XXII

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the PARISH by CPRA shall remain the property of CPRA and shall be returned by the PARISH to CPRA upon request 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 PARISH in connection with performance of the services contracted for herein shall be the property of the PARISH, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XXIII
NO ASSIGNMENT

The PARISH shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent of CPRA, provided however, that claims for money due or to become due to the PARISH from CPRA 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 CPRA.

ARTICLE XXIV
FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if the allocation is rescinded or reduced by the State in case of an emergency, or the appropriation is reduced by veto of the Governor or by any other 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 rescinded, reduced, or not appropriated.

ARTICLE XXV
CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. The PARISH further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultants, contractors, and/or subcontractors for the Project certification that such consultants, contractors, and/or subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultants, contractors, and/or subcontractors for the Project certification that such consultants, contractors, and/or subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other party in the event of it or its consultants, contractors, and/or any subcontractors associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PARISH further agrees to provide immediate notice to CPRA in the event of it or its consultants, contractors, and/or any subcontractors being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either Party and/or its consultants, contractors and/or any subcontractors are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article XI in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its consultants, contractors, and/or any subcontractors are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, CPRA further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article XI in this Agreement, or to take such other action it deems appropriate under this Agreement.

ARTICLE XXVI
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

ARTICLE XXVII
NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

ARTICLE XXVIII
RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and CPRA each act in an independent capacity, and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any consultant/contractor/subcontractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.
- C. The participation CPRA in the Project shall in no way be construed to make CPRA a party to any contract between the PARISH, its consultants, contractors, and/or subcontractors or between CPRA and any third party. The participation by the PARISH in the Project shall in no way be construed to make the PARISH a party to any contract between CPRA and/or either's consultants, contractors, and/or subcontractors, or any third party.

ARTICLE XXIX
APPLICABLE LAW, VENUE AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

ARTICLE XXX
REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2-1672.4.

ARTICLE XXXI
DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

ARTICLE XXXII
SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and

purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

ARTICLE XXXIII
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

ARTICLE XXXIV
PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall forthwith be amended to make such insertion or correction.

ARTICLE XXXV
ANTI-LOBBYING

The PARISH and its consultants, contractors, or subcontractors agree not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

The PARISH and all of its consultants, contractors, and subcontractors shall agree to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The PARISH and each of its and all of its consultants, contractors, and subcontractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

ARTICLE XXXVI
REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:
Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283); or

Via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804.

ARTICLE XXXVII
PROHIBITED ACTIVITY, CONFLICTS OF INTEREST, AND CODE OF ETHICS

The PARISH and its consultants, contractors, and subcontractors are prohibited from using, and shall be responsible for its consultants, contractors, and subcontractors being prohibited from using, the Project Funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. The PARISH and its consultants, contractors, and subcontractors will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

The PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with the PARISH, including without limitation, consultants, contractors and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics Compliance and Dual Employment", effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

The PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with the PARISH, including without limitation, consultants, contractors and subcontractors, must also comply with Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) in the performance of services called for in this Agreement. The PARISH agrees to immediately notify the CPRA if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

ARTICLE XXXVIII
COVENANT AGAINST CONTINGENT FEES

The PARISH shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, CPRA shall have the right to annul this Agreement without liability in accordance with Article XI ("Termination for Cause") of this Agreement or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

ARTICLE XXXIX.
DRUG FREE WORKPLACE COMPLIANCE

The PARISH hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 C.F.R. Part 21. Further, in any contracts executed by and between the PARISH and any third parties funded using the Project Funds under this Agreement, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, *et seq.*, and 48 C.F.R. 52.223-6.

ARTICLE XL
NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

ARTICLE XLI
DESIGNATION OF POINTS OF CONTACT

The Parties designate the following persons to be their official contacts in relation to this Agreement. Any Party may change its contact person upon written notice to the other Party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to the PARISH:

Matthew Jewell
Parish President
Courthouse, Third Floor
15045 River Road
P.O. Box 302
Hahnville, LA 70057
985-783-5000

If to CPRA:

Lawrence B. Haase
Executive Director
Coastal Protection and Restoration Authority

150 Terrace Avenue
Baton Rouge, LA 70802
225-342-7308

ARTICLE XLII
EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall begin on May 9, 2022, and terminate on July 31, 2025. This Agreement shall terminate upon mutual execution of a "notice of completion", acknowledging that all actions and activities described in the Implementation Work Plan (attached hereto as Attachment A) have been satisfied, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

THUS SIGNED on the dates indicated below before competent witnesses.

COASTAL PROTECTION AND RESTORATION AUTHORITY

BY: _____
Lawrence B. Hause, Executive Director

DATE: _____

WITNESSES:

Signature

Print Name

Signature

Print Name

THUS SIGNED on the dates indicated below before competent witnesses.

ST. CHARLES PARISH

BY: _____
Matthew Jewell, Parish President

DATE: _____

WITNESSES:

Signature

Print Name

Signature

Print Name

2022-0162

RESOLUTION NO. 6640

A resolution to appoint a member to the St. Charles Parish Communications District representing Emergency Medical Services as requested by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT due to the expiration of the term of Mr. Michael Guillot on August 19, 2022; and,

WHEREAS, It is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Huey Marcel 417 Oak Lane, Luling, LA 70070

is hereby appointed to the ST. CHARLES PARISH COMMUNICATIONS DISTRICT.

BE IT FURTHER RESOLVED that said appointment shall be effective AUGUST 19, 2022 and shall expire AUGUST 19, 2026.

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-CORMIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 6th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fialley
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 16, 2022
APPROVED: [check] DISAPPROVED: []

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: June 16, 2022
AT: 1:34pm RECD BY: [initials]

2022-0163

RESOLUTION NO. 6641

A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT due to the expiration of the term of Mr. Armond Bourque on August 19, 2022; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Armond Bourque

421 River Oaks Drive, Luling, LA 70070

is hereby appointed to the ST. CHARLES PARISH COMMUNICATIONS DISTRICT.

BE IT FURTHER RESOLVED that said appointment shall be effective AUGUST 19, 2022 and shall expire AUGUST 19, 2026.

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

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

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 6th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fialley
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 16, 2022
APPROVED: [check] DISAPPROVED: []

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: June 16, 2022
AT: 1:34pm RECD BY: [initials]

2022-0149

RESOLUTION NO. 6642

A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2022 through June 2023.

WHEREAS, the Parish Council of the Parish of St. Charles, State of Louisiana, is required to select a newspaper to serve as Official Journal to publish the Official Proceedings of the Council.

NOW, THEREFORE, BE IT RESOLVED, BY THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ACTING AS THE GOVERNING AUTHORITY OF SAID PARISH:

SECTION I. That the Parish Council hereby appoints St. Charles Herald - Guide

P.O. Box 1199, Boutte LA 70039

as the Official Journal for the period of June 2022 through June 2023.

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-CORMIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 6th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fialley
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 16, 2022
APPROVED: [check] DISAPPROVED: []

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: June 16, 2022
AT: 1:34 pm RECD BY: [initials]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: June 16, 2022

Public Notice

ST. CHARLES PARISH PUBLIC DEFENDER OFFICE
29TH JUDICIAL DISTRICT
FENWICK A SWANN III
DISTRICT DEFENDER
1300 RIVER ROAD
LULING, LOUISIANA 70070

FENWICK A SWANN III
DISTRICT DEFENDER
ADMINISTRATIVE ASSISTANT

JAMMY HAYEL
ADMINISTRATIVE ASSISTANT

1300 RIVER ROAD
LULING, LOUISIANA 70070
TELEPHONE (504) 331-4177
FAX (504) 775-5411
E-MAIL: swann@stcharlesparish.org
hayel@stcharlesparish.org

PROCES VERBAL

On this 10th day of June 2022, a public hearing was convened at 10:00 a.m. by Fenwick A. Swann, III, District Defender, St. Charles Parish, for the purpose of inviting public input and comment on the budget process of the 29th Judicial District Public Defender Office. In attendance was Fenwick A. Swann, III, of the 29th Judicial District Public Defender Office who was available to answer any questions that may arise during the hearing.

The hearing was adjourned at 11:00 a.m. The budget was adopted as published and the District Defender authorized his staff to implement the budget effective July 1, 2022. This Proces will serve as the adoption instrument for the 29th Judicial District Public Defender Office.

FENWICK A. SWANN, III
DISTRICT DEFENDER
29TH JUDICIAL DISTRICT
ST. CHARLES PARISH, LOUISIANA

Witness: Jammy C Hayel

Sworn to and subscribed before me this 13 day of June, 2022.

Marina Duroca
NOTARY PUBLIC
NOTARY NO. 25094
MY COMMISSIONS EXPIRES: lifetime

Publish: June 16, 2022

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER
If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28: (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc, a fee of forty-three dollars and eighty six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CJP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.
The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

Cleveland Joseph (New Sarpy Subd.)
Lot 36A (927 E Harding Street)
Nature of violation: Grass cutting & removal of debris

Anthony L. Cummings (Victoria Acres Subd.)
Lot 53 (700 Vaus Lane)
Nature of violation: Grass cutting & removal of debris

Barrios Builders LLC (Wiggins Subdivision)
Lot 2 (135 Oak Lane)
Nature of violation: Grass cutting & removal of debris

Willie Mae Divant (St. Charles Pace-Hahnville)
Lot 90F (116 Peach Street)
Nature of violation: Grass cutting & removal of debris

Estate of Herbert Washington (Preston Hollow (Levy Tract))
Lot 4 (Preston Hollow (Levy Tract))
Nature of violation: Grass cutting & removal of debris

Kenneth Zeagler (Ormond Country Club-Multifamily)
Lot 6B (78 Houmas Palce)
Nature of violation: Grass cutting & removal of debris

Ethel R. Lawrence (Mallard, Paul-TP RR-Boutte CANA)
Lot 28 (936 Paul Maillard Rd.)
Nature of violation: Grass cutting & removal of debris

Martha King-Usufruct ½ Lambert (John Lambert Tract-Tracts 1-9)
Lot E007 (11034 River Rd.)
Nature of violation: Grass cutting & removal of debris

Gordon Hackman
Lot (Parcel ID 7038002000ST)
Nature of violation: Grass cutting & removal of debris

Corey Peltier (St. Rose Subd.)
Lot 17 and 18 (Parcel ID 504101100017)
Nature of violation: Grass cutting & removal of debris

Oliver Banks ET ALS (Mongrue Subd.)
Lot 10-A (240 Good Children Street)
Nature of violation: Grass cutting & removal of debris

Ethel R. Lawrence (Mallard, Paul-TP RR-Boutte CANA)
Lot 4 (940 Paul Maillard Rd.)
Nature of violation: Grass cutting & removal of debris

Ethel R. Lawrence (Harlem Heights)
Lot 42-A (184 S. Kinler Street)
Nature of violation: Grass cutting & removal of debris

William Ames Lowrence (Good Hope Plth, E1/2 OF Lot B)
Lot 11 (436 Marino Drive)
Nature of violation: Grass cutting & removal of debris

Evelina W. Jackson –Usufruct 1/2 (Mallard, Paul-TP RR-BO*)
Lot 42 (1084 Paul Maillard Rd.)
Nature of violation: Grass cutting & removal of debris

Dennis W. Robbins (Village of Hahnville)
Lot 2B (15489 River Road)
Nature of violation: Grass cutting & removal of debris

Barbard J. Dorsey Usufruct 1/2 (Harlem Heights)
Lot 1 (330 South Kinler)
Nature of violation: Grass cutting & removal of debris

Derrick MC Cray (St. Rose Subd.)
Lot W-2 (725 Oak Street)
Nature of violation: Grass cutting & removal of debris

Federal Home Loan Mortgage Corp. (Preston Hollow (Levy Tract))
Lot 18 (329 Mockingbird Lane)
Nature of violation: Grass cutting & removal of debris

Randall Roy Wegann (St. Rose Subd.)
Lot W-1 (719 Oak Street)
Nature of violation: Grass cutting & removal of debris

Ella Willis Bowie ET ALS (Flaggville Subd.)
Lot 22 (611 Courthouse Lane)
Nature of violation: Grass cutting & removal of debris

Daniel Wells (Harlem Heights)
Lot 5 (314 S. Kinler)
Nature of violation: Grass cutting & removal of debris

Alfred Bowie Jr. (Flaggville Subd.)
Lot 33 (403 Courthouse Lane)
Nature of violation: Grass cutting & removal of debris

Thomas J. Tassara (St. Rose Subd.)
Lot 15 (730 Oak Street)
Nature of violation: Grass cutting & removal of debris

Martin R. Layosa (St. Charles Ridge Subd.)
Lot 17 (137 Clayton Drive)
Nature of violation: Grass cutting & removal of debris

Affordable Homes of Louisiana Inc.
Lot (315 Anna Street)
Nature of violation: Grass cutting & removal of debris

Curtis J. Perrilloux
Lot 63 (105 Aqueduct Drive)
Nature of violation: Grass cutting & removal of debris

Kenneth Breard
Lot 41 (191 Hollywood Park Drive)
Nature of violation: Grass cutting & removal of debris

Bo J. Dalferes (Dianne Place Subd.)
Lot 11 (220 Dianne Drive)
Nature of violation: Grass cutting & removal of debris

Jerome Peabody (Magnolia Ridge Park Subd.)
Lot 24 (356 Ash Street)
Nature of violation: Grass cutting & removal of debris

Josie Ciravolo –Estate of Savory
Lot (438 Magnolia Ridge Rd.)
Nature of violation: Grass cutting & removal of debris

Catherine N. Colbert (Magnolia Ridge Park Subd.)
Lot 7 (335 Ash Street)
Nature of violation: Grass cutting & removal of debris

Alex C. Barre (Magnolia Meadows Subd.)
Lot 1A (680 Magnolia Ridge Rd.)
Nature of violation: Grass cutting & removal of debris

Elines P. Noel (Fashion Pltn. Est.)
Lot 346 (826 S. Fashion Blvd.)
Nature of violation: Grass cutting & removal of debris

Rachel A. Himmaugh (St. Rose Subd.)
Lot 16A (729 Oak Street)
Nature of violation: Grass cutting & removal of debris

Redwing Marie INC. (Flaggville- Commercial)
Lot 2A (14981 River Rd.)
Nature of violation: Grass cutting & removal of debris

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Your
Community,
Your
News

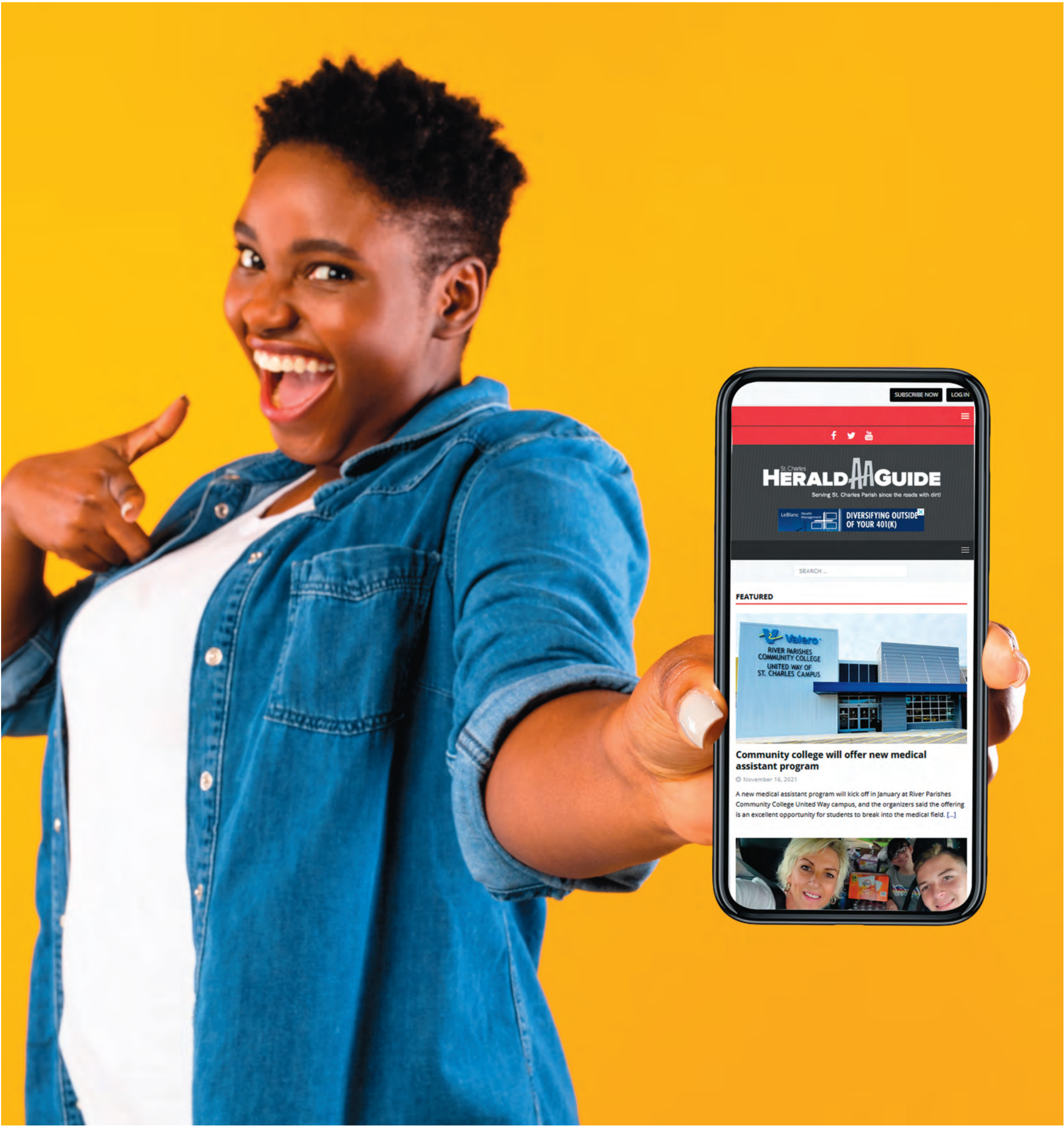


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