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17 years after his passing, Luling teen's legacy lives on through Christmas drive

Ryan Arena Editor
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Vicki Bergeron has had some extra incentive to look forward to the holidays this year.

The Luling woman along with her son Logan are behind the annual Teddy Cares teddy bear drive in which stuffed bears are delivered to children who are being treated for cancer at local hospitals. This year will mark a special milestone in the 16-year run of the drive, as for the first time since 2019, Bergeron will be able to make those teddy bear deliveries herself – and once again see the joy those gifts bring to each of the recipients.

COVID restrictions prevented in-person deliveries from Bergeron in the past three years, but she's kept the program going nonetheless through that and made sure the

TEDDY CARES on 7A



Vicki Bergeron with son Logan.

Playoff time! Wildcats aim to defend crown



TURN to 1B

Parish secures millions in grant funding



TURN to 5A

Destrehan alum pursuing filmmaking dream

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Keva Peters Jr. views the world through a different lens – and he's refining the talent that allows others to see his point of view as well.

Peters, a Destrehan High alum and also a graduate of Dillard, is studying film as a graduate student at Florida State. He has big dreams, and even early on, his work produced some acclaim. His documentary "The Bigger Picture: African American Representation in Film" earned Most Outstanding Entry among Louisiana high school students



Keva Peters Jr. (middle) on set of film.

in the 2018 National History Day competition, which he said really sparked a desire to fully commit to the artform.

In 2022, he released the short film

FILMMAKING on 8A

Boutte's Take Away Donuts to make a sweet comeback later in 2024

Kahlil Turner Editor
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Take Away Donuts owner Raj Jain recently announced he aims to be back operating his popular Boutte area donut shop sometime between late summer and early fall 2024.

"I'm looking forward to [reopening], because I miss all of my customers," Jain said. "To me, seeing my customers each day is like seeing my family everyday – I miss all of them."

Both his business' sign and the roof of Jain's previously leased building at 13441 US-90 in Boutte were damaged in 2021 after Hurricane Ida struck. The hole created in the building's roof seemed to be small at first, but the water that leaked inside afterwards



Exterior view of Takeaway Donuts prior to sustaining storm damage in 2021.

created a much bigger problem.

"Ida punched a very minor hole in the

TAKE AWAY on 7A

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St. Charles Parish solicits input from local business owners for upcoming Highway 90 corridor changes

Kahlil Turner Editor
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St. Charles Parish hosted its second “Let’s Take Care of Business” meeting Tuesday, Nov. 7 at the Professional Learning Center on Highway 90, seeking input from parish business owners regarding zoning changes it is planning for the parish’s Highway 90 business corridor.

Numerous business owners attended the meeting along with several parish officials and consultants hired by St. Charles Parish.

St. Charles Parish officials are seeking to establish what is known as an overlay district for four miles of property running along Highway 90 in the Boutte and Luling areas, a stretch of highway that makes up arguably the parish’s most visible commercial corridor for visitors and residents.

Overlay districts are areas where local governments add additional requirements or modify requirements for pre-existing zoning areas. The idea behind them is to create design standards for buildings, landscaping

and signage so that over time, the property owners within the overlay district eventually adopt a more useable, cleaner and visually appealing look for visitors and residents. The changes can help enhance property values and encourage residents and visitors to use the area more frequently.

Foremost on business owners’ minds at the meeting was when they would be required to implement these changes and the cost of the changes. Local business owners at the meeting noted many of the proposed changes, such as changing signage out, adding new building facades, or improving parking - could quickly become expensive.

St. Charles Parish officials at the meeting said they are currently exploring ways to help business owners to perform the improvements, such as potentially offering temporary tax freezes for a period of time.

“Part of what we want to do is to kind of give some

sort of incentive – and we’re looking at ways to give some incentive opportunities to existing businesses to make these improvements,” Parish President Matthew Jewell said.

Similar overlay districts have been used as an urban planning tool in numerous United States cities like Milwaukee, Wis, Philadelphia, Penn. and in nearby areas like Jefferson Parish. Over time, Jefferson Parish successfully used an overlay district to help convert the look and feel of the popular commercial area along Veterans Memorial Boulevard.

St. Charles Parish hired consulting firm NY Associates to assess the Highway 90 corridor to better understand how an overlay district could best be implemented.

Some of the suggestions brought up by NY Associates included tighter signage size and location requirements

HWY 90 on 8A



Commercial corridor in Luling along Highway 90 expected to be part of St. Charles Parish’s new outlay district changes in 2024.

Luling area railroad accident highlights need for driver caution near railroad crossings

Kahlil Turner Editor
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St. Charles Parish Sheriff’s Office (SCPSO) reported a local driver was involved in an automobile-railroad accident on the evening of Nov. 5 at the Ashton Plantation railroad crossing in Luling.

As a result of the accident, railroad crossings at Ashton Plantation, Gassen Street, Paul Maillard Road, Sugarhouse Road and Queenie Drier were temporarily blocked while the train and tracks were inspected for damage.

SPSCO sources said the accident was one of around five such railroad crossing accidents St. Charles Parish deputies handle each year, a sound reminder for local drivers to exert extreme caution around railroad crossings.

“A train can pass at any time, do not ignore active warning signs,” Amanda Pertuis, SCPSO Public Information Officer, said. “You should never go around crossing arms that are down or cross when lights are flashing, even if you do not see a train - always expect a train.”

St. Charles Parish is home to around 84 miles of railroad tracks crisscrossing the parish, used by around five different railroad firms.



View of the Ashton Plantation railroad crossing in Luling, site of a recent railroad crossing accident.

Sources at the SCPSO said the Ashton Plantation railroad crossing accident occurred Nov. 5 after the vehicle approached the railroad crossing when lights were flashing and crossing arms were down. The driver did not see a train, went around the crossing arms, and was struck by an oncoming train on the vehicle’s rear driver’s area.

“The driver was checked out by St. Charles Parish paramedics but was not transported to the hospital,” Pertuis said. “The vehicle had disabling damage and was towed by a local towing company.”

The train involved had no damage, and no passenger injuries aboard the train were reported.

The driver on Nov. 5 was fortunate to leave the accident short of a vehicle but still alive. Many drivers involved in railroad crossing accidents don’t always share the same fate.

According to the DOTD, around 95 percent of all rail-related deaths in the United States involve either drivers trying to beat a train or people trespassing on railroad tracks. Data released by the Federal Railroad Administration indicates Louisiana ranks fourth in the nation for such highway-rail grade crossing fatalities.

“It is illegal to go around lowered crossing arms, and violators will be cited and fined for their deliberate negligence,” Pertuis said. “Please drive safely and obey all traffic signals.”

St. Charles Parish scores \$23 million in 2024 grant funding with \$129 million more in grant pipeline

Kahlil Turner Editor
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Unknown to most parish residents, the St. Charles Parish government has silently wielded a secret weapon in recent years in its efforts to bring more public works projects to the parish. Behind the doors of St. Charles Parish’s government offices lies its small Grants Office department that - with the help of just five employees - brings in tens of millions of dollars in outside funds to the parish each year.

After St. Charles Parish recently revealed its upcoming 2024 operating budget, parish officials disclosed around 22 percent of its sizeable 2024 Special Revenue Funds will come from federal and state grant funding, accounting for over \$23 million in grant funding alone next year, all secured with the help of the Grants Office.

“Since 2020, the parish’s Grants Office has overseen around \$96 million in federal and state grant funding for St. Charles Parish projects,” Carla Chiasson, St. Charles Parish Grants Director, recently commented.

The parish’s Grants Office has quietly been stacking its grants pipeline, with many more grant-funded projects yet to come. For a parish of just 52,000 people, St. Charles Parish currently has a whopping \$129 million in funding in its grant pipeline for various capital projects across the parish in various stages



(TOP): St. Charles Parish signage near the parish’s Highway 90 border.
(BOTTOM): Aerial view of St. Charles Parish’s iconic Luling Bridge spanning the Mississippi River.

of application, awaiting approval for projects like drainage, road, residential elevations and water infrastructure improvements.

One of the more common arrangements among parish governments is to have grants officers scattered throughout various departments, oftentimes giving one employee multiple responsibilities including grant writing to help attract grant money for individual divisions.

St. Charles Parish has taken an opposite approach and has largely centralized its grants office in recent years, taking over much of the parish’s grant projects within one department. This has allowed full-time grants officers to specialize in certain types of grant applications and projects, streamlining processes and helping its department take advantage of additional special purposes funding released by the federal government following several natural disasters and storms in recent years.

“We saw the value of grant funding and we know that the opportunity is there, so what we did – working with our Grants Director Carla Chiasson - we actually grew our grants department,” Parish President Matthew Jewell said. “The Grants Department started with just two

GRANTS on 8A



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Obituaries

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

Wirt

Clair Van Wirt stepped into the presence of her Lord and Savior on November 9, 2023. She was born in Queens, New York City on June 7, 1934, and was the daughter of Madison Barker Wilbur and Mahala Haviland Howe. As a young child growing up on Long Island, she lost her father at the age of seven, but was fortunate to spend her summers with her grandfather Wilbur on his farm in Saratoga, New York. Clair attended Glens Falls High School and then Albany State Teacher's College. She met her husband-to-be Alfred Paul Van Wirt on a blind date at dinner in Glens Falls, New York with another blind dating couple – and he was the other gal's date! They married October 19, 1955, and spent over 57 years together until Al's death in 2013.

Once married, Clair and Al moved to Charleston, West Virginia, and then to Luling, Louisiana where they lived until Al retired in 1996, then moving to Jonesborough, Tennessee. Clair and Al also enjoyed time in the summers in the cool mountains of Cattail Creek, near Burnsville, North Carolina.

Clair was a devoted wife and mother, and her greatest role in life was with her family, raising their three boys Doug, Peter, and Tom.

Clair is a Christian, trusting in Jesus Christ as her Lord and Savior since she was 12 years old. Her earthly body has died, but she is alive in the presence of God today, now rejoicing with her husband and many other friends and family who have gone before her. She wants you to know that God loves you, and that Jesus died on the cross for your sins and rose again from the grave so that we can have victory over sin and death, and that you can trust in Him also. When discussing her final wishes, she said that she wanted "Jesus Saves" on her grave stone.



While in Luling, Clair taught an Explorer's Bible Study class and had many ladies from different churches and denominations. She used "Clair's Bell" to ring during the meetings if discussions wandered to issues of differing opinions to maintain harmony.

Clair and Al were also square dancers and were members of the local Louisiana square dance club "The Swamp Stompers".

Clair was also a prolific artist. She took many classes from famous painters in the French Quarter of New Orleans, and used watercolor, acrylic, oil, charcoal, and even silkscreen for some of her work.

Clair and Al both have countless good friends in their communities, and were members and attended Bible Center Church in Luling Louisiana, Trinity Baptist Church in Jonesborough Tennessee, and Bolens Creek Baptist Church in Burnsville Tennessee, and loved singing in the choir. They were also fond of their Cattail Creek homeowner's association regular dinners in the mountains.

Clair was preceded in death by her husband Al, and is survived by her three sons Doug (Sharon), Peter (Debbie), and Tom (Penny); her seven grandchildren Steph (Hermes), Mike (Lizzie), Zoe (Farris), Raegan, Seth, Ian, and Olivia; her three great-grandchildren, Iris, Xavier, and Milo, her cousins, and many friends.

Clair's funeral service of worship and thanksgiving will be held at Trinity Baptist Church; 260 Headtown Rd, Jonesborough, TN 37659 on Saturday, November 18, 2023, at 1pm with visitation and reception following. The interment will follow at Fairview Cemetery at 4pm; 1033 Leesburg Rd. Jonesborough, TN 37659.

Flowers may be sent to Dillow-Taylor Funeral Home; 418 W. College Street; Jonesborough, TN 37659, and those desiring to send a donation may send it to Trinity Baptist Church P.O. Box 99 Jonesborough, TN 3765, for the choir fund.

Condolences may be sent to the Van Wirt Family online at www.dillow-taylor.com.

Dillow-Taylor Funeral Home & Cremation Services, Jonesborough, TN 423-753-3821

Hogan

Kenneth J. Hogan, 79, a native of Bayou Gauche, LA and a resident of Gray, LA, passed away on Monday, November 13, 2023.

Visitation will be from 5:00 pm until 9:00 pm on Thursday, November 16, 2023 at Falgout Funeral Home, Raceland, LA and from 9:00 am until 11:00 am November 17, 2023 at St. John the Baptist Catholic Church, Paradis, LA. A Mass of Christian Burial will be celebrated at 11:00 am with burial to follow in St. Charles Cemetery, Luling, LA.

He is survived by his companion, Betty Authement; daughters, Rhonda Hogan Boudreaux (Elray), Michelle Hogan Tate; son, Michael Hogan (Heather); grand-children, Derek Cantrelle (Chelsi), Dustin Cantrelle, Christopher Tate (fiancé, Carley), Taylor Maise (Conner), Jourdyn Hogan (fiancé, Lee); step grand-children, Dylan Burch, Brody Authement, Leland Authement, Ahri Authement, Taylor Boudreaux and Joshua Boudreaux; great grandchildren, Sloane Cantrelle and Hank Cantrelle.

He was preceded in death by his wife, Betty Melancon Hogan; son-in-law, Stephan Tate; parents, Andrew and Eunice Matherne Hogan; sister, Louella Deroche and brother, Bobby Hogan.

Kenneth enjoyed going to his camp, fishing, dancing, making trawl nets and fly tying. He was a U.S. Army veteran. He was a loving husband, father and grandfather who enjoyed spending time with his family.

Falgout Funeral Home is in charge of arrangements.



Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Josh Hollywood, 23**, of 19 Cynthia Street in Waggaman, was arrested Nov. 13 and charged with domestic abuse battery/child endangerment. He was a fugitive (three counts).
- **Dwayne Trahan, 31**, of 127 Ormond Meadows Drive in Destrehan, was arrested Nov. 13 and charged with second degree battery, domestic abuse battery/ minor injury, simple battery and simple criminal damage to property.
- **Jared Matherne, 32**, of Giacomo Street in Norco, was arrested Nov. 8 and charged with domestic abuse battery/child endangerment.

- **Michelle Cain, 48**, of 515 Barreca Street in Norco, was arrested Nov. 10 and charged with distribution of Klonopin, possession of marijuana and possession or distribution of drug paraphernalia.
- **Sarah Willis, 43**, of 224 Central Avenue in Houma, was arrested Nov. 7 and charged with possession of methamphetamine, possession or distribution of drug paraphernalia, and traffic violation. She had an attachment.



St. Charles

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TEDDY CARES from 1A

bears were delivered.

“People would come to me and ask, ‘Hey, are you still doing it?’” Bergeron said. “With COVID and the storm, it was hard to really ask for help, but we managed to keep it going. I’m really excited to be able to go back and do it in full again.”



Logan and Kyle Bergeron

It’s a labor of love for Bergeron, and just as it brings smiles to the faces of the children on the receiving end, it creates joy for her as well during a time that is otherwise quite difficult for her and her family.

At the very heart of Teddy Cares is Bergeron’s son, Kyle.

Dec. 30 of this year marks 17 years from the day of Kyle’s passing following a 22-month battle with leukemia. He was just 18 years old.



Following his passing, Bergeron and Logan brainstormed ways to honor and continue Kyle’s memory—“We hoped to do something that would make him proud,” Bergeron said — and something clicked in Logan’s mind that’s since become a tradition.

“He just blurted it out. ‘Mom, we’ve gotta get our money together that we’d spend on him, that you’d spend on us for Christmas, and bring Teddy bears to the kids at the hospital,’” she said. “He just knew that’s what we had to do, and there wasn’t any question. I feel like (Logan and Kyle) they still have that thing, that connection going on (as twins).

“That first Christmas, we didn’t feel like celebrating. We didn’t know how we’d get through Christmas without Kyle. And (Logan) came up with that idea to bring the teddy bears. We’ve been doing it ever since.”

Bergeron said Kyle had a very soft spot for the younger children going through the same painful and exhausting treatments he had to endure.

As many as 300 bears have been delivered in a given year to brighten the

holidays for hospitalized children and their families. Through the Teddy Cares drive, sponsors are secured for each bear for \$15, and each sponsor may name the bear. Often, the bears are named in memory of loved ones who have passed. In recent years, Teddy Cares has expanded with gift cards going to several recipients – Bergeron said that addition came with older children/teenagers in mind.

Bergeron has said there is little in the world that matches the feeling of seeing a child’s face brighten when receiving their bear, which she delivers to local hospitals the Saturday before Christmas. Even beyond that, she said the process is truly a rewarding one as it allows a connection with families battling the same great adversity that her own knows all too well.

The community has embraced the Teddy Cares drive – seven St. Charles Parish schools are involved and help raise money for the drive.

At one of those schools, Mimosa Park Elementary – where Bergeron works as a para-educator – she recently talked to the students in a presentation during the schoolwide community’s monthly meeting. During that presentation, she spoke about Kyle’s life.

“I read it to them like a story,” Bergeron said. “I want to tell you a story about a boy named Kyle, a 16-year old boy who loved to sing and dance and who was very active in community theatre.”

She told them about how he lives on after his passing through Teddy Cares. A nurse who cared for Kyle during his cancer battle joined the presentation and spoke about what it was like seeing the children at the hospital receiving the bears and what it meant to them.

“One neat thing was that we highlight a character trait for every month, and this month was gratitude,” Bergeron said. “So, she was able to build off of that as she talked about it, how the bears put a smile on their face.”

Those interested in sponsoring have several avenues to do so. Local businesses accepting sponsor sheets and donations are Mariono’s, Cherry Lane Boutique, First National Bank USA in Boutte, Roussell’s Fine Jewelry and Pit Stop Saloon.

“It’s a difficult time for us, but this just makes me get up and go,” said Bergeron. “Of course, the sadness hits at this time of year, but this is my drive. It keeps me going and I know that Kyle is 100 percent behind this – it’s what he would have wanted and I know he would be so proud to see how far its come.”



TAKE AWAY from 1A

roof, but it brought with it a bunch of water,” Jain explained. “The power was out for about three to four weeks, and we were not able to quickly come in and clean the building – so the water inside the building just accumulated and began to develop mold and mildew.”

The roof and interior of his building eventually would need to be stripped bare given the severity of the resulting water damage. Take Away Donuts’ building now sits along Highway 90 with an open roof and four bare walls, patiently waiting for contractors to restore it to working order once again.

In the first 18 months following the storm, it seemed Jain’s business might not reopen. As a tenant in the building, his insurance proceeds were minimal, and his longtime landlord – whom he had made several attempts to purchase his business’ building from over the years – delayed repairing or selling while she waited on the outcome of delayed insurance proceeds. His landlord later opted to sell the building to local investor Mike Nabut.

In June of this year Nabut, who was friends with the Jain family, agreed to sell Jain his purchase agreement, which allowed Jain to finally purchase the Highway 90 location he had long sought to own for decades.

With the building finally his and two years following Hurricane Ida now in his rearview mirror, Jain quickly began navigating some of the same painstaking storm recovery issues this fall many other locals before him had already faced. Construction, building codes, engineering, financial matters, permitting and other complications all needed to be addressed in order to get his business back up and running, moving parts that have begun to slowly pick up pace.

The local businessman said he has just a few final issues to address before he can put his restoration project out to bid with local general contractors.

Jain first purchased Take Away Donuts around 1985, an opportunity



Local investor Mike Nabut poses with business owner Raj Jain and Jain’s spouse after selling his Takeaway Donuts building purchase agreement to the Jain family.

he stumbled upon via a local classified advertisement. By then, the business had already been operating on Highway 90 for six or seven years with its prior owner.

“Hard work and persistence paid off,” Jain said, who had worked in the hospitality industry in his native India before first immigrating to the United States in the early 1980s. “The community loved me...people realized - this guy’s got a better product, a better attitude and better people working for him.”



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Semaj Walker of Destrehan chases down a Terrebonne ballcarrier.

Destrehan readies to host Belle Chasse in round two

Cardinals led by powerful running back; Wildcats start title defense off of bye week

Ryan Arena Editor
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It's been 24 victories in a row for the Destrehan Wildcats, a tremendous accomplishment by any standard.

But the number this team has an eye on is two – as in a second straight championship in a row.

The team's Division I non-select state championship defense officially begins Friday night at Wildcat Stadium as No. 3 Destrehan hosts No. 14 seeded Belle Chasse in a round two playoff matchup.

Destrehan will be playing well-rested. The Wildcats' 10-0 record in the regular season earned them a bye week in round one – each of the top four seeds in the bracket were off in the playoffs' opening week.

And indeed, the team is one week healthier in one very key regard. Starting running back Shane Lee is expected to make his return to the lineup this week according to DHS head coach Marcus Scott. Lee, a senior who

has been the engine of the Wildcats' offense since his sophomore season, has piled up several big rushing nights over Destrehan's postseason runs. He missed the final

“Their run game is outstanding. (Voisin) is a dynamic player who can play running back or quarterback - it makes them tough to prepare for.”

— Marcus Scott on Belle Chasse

three games of the regular season due to injury, but Scott said Lee is well-rested and ready to go.

“He could have played the last two weeks there – we wanted to be cautious,” said Scott. “We're very excited to have him back.”

At the same time,

running back Shane Ward carried the load in Lee's absence, leaving him all the more experienced for when his number is called over the next several weeks.

“We're in very good shape with those two,” Scott said. “(Ward) is comfortable now. He's carried it for us a few weeks in a row and he embraced it.”

Last season, Destrehan sprung out of the bye week with a 35-14 win over Dutchtown.

There is always a “rest vs. rust” debate coming out of a bye – the Wildcats have proven to handle it well before as a program, though Scott has cautioned that this is a different group with numerous new starters from a year ago, so nothing can be taken for granted.

No. 14 seeded Belle Chasse dominated its first-round game against No. 19 Parkway, earning a 43-16 win to advance.

The Cardinals (7-3) enter on a four-game winning streak, allowing just 24 points over those four games. Belle Chasse's



Destrehan center Michael Reed.

three losses all came at the hands of strong opposition in Shaw, Newman and Vandebilt Catholic.

This has been a dangerous early round team in recent years. Last week's win represents the fifth time in five years that

Belle Chasse has reached at least the second round of the state playoffs, highlighted by a quarterfinal run in 2021 – one the Cardinals are attempting to match with a win over Destrehan. Head coach Stephen Myers has been

at the helm of the Belle Chasse program for more than a decade and has maintained a tradition of success.

Jaedon Voisin is the central figure on offense.

WILDCATS on 6B

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OFFENSE

Shane Lee

Running back

Destrehan's powerful rusher projects to return this Friday night after missing the final two games of the regular season. The running game is the base on which so much of Destrehan's offense flows, be it rushing yardage or the play action passing attack, and defensive fears about Lee and the DHS offensive line open everything up.



OFFENSE

Jackson Fields

Quarterback

In just his sophomore season, Fields has emerged as one of the state's most prolific passers. He spreads the ball around to a talented group of receivers and backs and has also proven to be a threat to take off and run. Friday night represents his first playoff start.



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DESTREHAN

PLAYERS to WATCH



DEFENSE

Kolaj Cobbins
Linebacker

Cobbins has only become more dominant over the years since breaking into the lineup early in his Destrehan tenure. The LSU-committed linebacker/edge rusher wrecks opposing gameplans, generating sacks, fumbles and – as he did against Terrebonne in district play – even the occasional pick six out of his coverage.



DEFENSE

Anthony Robinson
Defensive back

Robinson is this team's jack of all trades. The Mississippi State commitment primarily plays defensive back for the Wildcats – as both a safety and cornerback – but also is a very dangerous returner in the kicking game and a threat at wide receiver or running back alike on offense.



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St. Rose fighter a knockout artist in MMA cage, multi-time champion

All 14 of his pro wins are by knockout or submission

Ryan Arena Editor
ryana@heraldguide.com

Don't dare blink when St. Rose native Thanh Le enters the cage for a fight – the mixed martial artist has a knack for ending things quickly.

Actually, the better description would be “multi-time world champion” Thanh Le, who captured the ONE Fighting Championship interim featherweight title last month in dominant fashion, beating Ilya Freymanov by submission in just over a minute at Lumpinee Boxing Stadium in Bangkok, Thailand.

“That (stadium) has such a rich history with so many amazing fighters who have fought there,” said Le. “The cool and different thing there is it’s only a combat sports arena – it was made for this. (Winning there) is definitely one thing I can cross off my bucket list.”

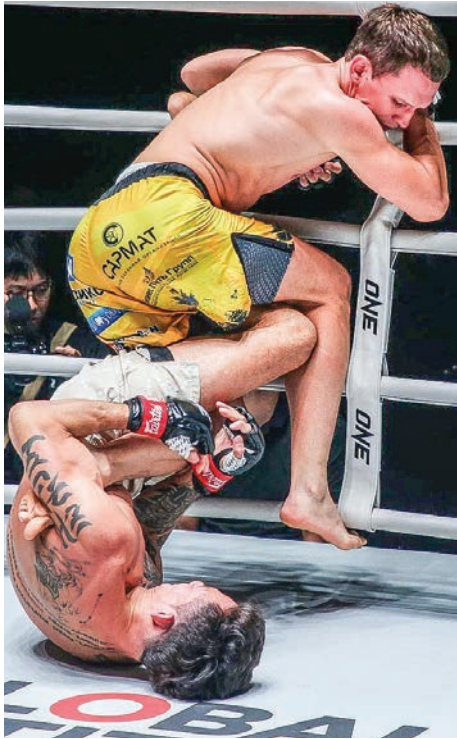
His resume in the cage suggest Le is made for this, too.

The early finish is commonplace for Le, who is 14-3 as a professional fighter. All of those 14 wins have seen Le finish his opponent, with 10 of those ending in round one.

There was one relatively uncommon wrinkle in his win over Freymanov – it was the first submission win Le secured since a 2014 win over Matt Vaughn, the second pro win of Le’s career. All of his other finishes came via KO/TKO.

“A lot of people haven’t seen my grappling, but it’s been getting better and better over the years,” Le said. “I work with some really good guys. My team here at my gym in Metairie, LeBros MMA, Shawn Gayton and the guys at Mid City MMA ... I had Ryan Hall in my corner for this fight, and he’s been a huge help for me.”

Fittingly, Le finished Freymanov with



Le earned championship gold with this heel hook last month.



Thanh Le after Featherweight Championship victory.

a heel hook – which is the calling card of Hall, who is nicknamed “The Wizard” and defeated MMA legend B.J. Penn with the hold.

“It was nice to show it off to him, kind of some kudos to him for his help over the years,” Le said.

This was the third time Le has won championship gold. In January of 2018, he won the LFA Interim Heavyweight Championship by TKO over Bobby Mofett. In October of 2020, he defeated Martin Nguyen by TKO to earn the ONE Featherweight World Championship.

Prior to the Freymanov matchup, Le was scheduled for a July rematch with Tang Kai, who earned the Featherweight Championship from Le last year by decision. A knee injury sidelined Kai, however, and along with it that matchup. The interim championship win puts Le on course to collide with Kai again once the latter returns, for a title unification bout.

Le’s unique fighting style has left few prepared to last with him in the cage. His punches land hard, but there’s a science behind it all.

“My brother (Vinh Le) and I worked together to create a really unique style that emphasizes my best traits and the things I do well,” Le explained. “Things like moving our opponents throughout the ring, creating gains that the opponent isn’t quite able to keep up with ...

basically, moving you into our strikes. If I can get you moving toward what I’m throwing at you, that really amplifies the power I have.”

That knockout blow comes when the opponent least expects it.

His resume tends to make one think about offense. But often, the best offense is a good defense. Le’s fights often end with that one knockout blow, but he’s not charging in to trade blows.

“You can hit hard, and I can hit hard ... whether a guy is known for knockouts or not, this is a grown man who trains to fight for a living. He can definitely knock me out,” Le said. “I’m glad I get a lot of finishes and it entertains people, but at the same time, I’m here to make a living for my family, first and foremost.”

Le calls his approach an assassin-like mentality.

“I’m posted up in a window. You have no idea where I’m at,” Le said. “I pop out that window for a split second, I hit my target and go home.”

Each fight is a completely different animal, Le said. While in some cases, these fights last mere seconds, the preparation leading up to that is in large part where Le earns his victory money. He prides himself on knowing his opponent and, along with his team, crafting the right game plan to defeat each specific foe.

“Your camp is 75 percent about

strategy,” he said. “The rest is making sure you’re in shape, that you’re making weight. But strategy is what separates you from the pack. In this sport, everyone hits hard. Everyone’s strong, everyone’s fast.

“I’m definitely a huge part of my own coaching. I think about the game, think about myself and what I’m great or not great at. I find a lot of fighters don’t do that well. I find the best fighters do that really well.”

Le’s tactics are always evolving. Sometimes he’s found inspiration via some of the biggest names in the sport – MMA greats like Israel Adesanya, Georges St. Pierre, Alexander Volkanovski and Stephen “Wonderboy” Thompson. He’ll borrow from them, but most often, it’s that one-on-one work with his training partners and coaches like brother Vinh, Gayton, Hall and UFC contender Cory Sandhagen, who Le was preparing to work with this week.

His next fight has not been set just yet, so the champ is back home to enjoy the holidays for the time being – just not too much.

“You don’t want to get too heavy between fights,” Le said. “You don’t know when that call might come. But hopefully we’ll have that date and venue by the beginning of the year – I definitely want to get back in there ASAP.”

WILDCATS from 1B

The running back figures to see a big workload, and to see him it’s little question as to why – his 6’3, 250-pound frame can handle the job. Voisin is a two-way player who also stars at linebacker. He is a Southeastern commitment.

“Their run game is outstanding,” said Scott. “(Voisin) is a defensive kid, too. He can also play quarterback, so it makes it tough to prepare for. He’s a dynamic player. They look to get the numbers advantage at the point of attack and they’ve very technically sound in what they like to do.

“They play several kids who can line up in different spots – they’re interchangeable.

They played three kids at quarterback last game – some of that is because of injury, but we have to be ready for all of them.”

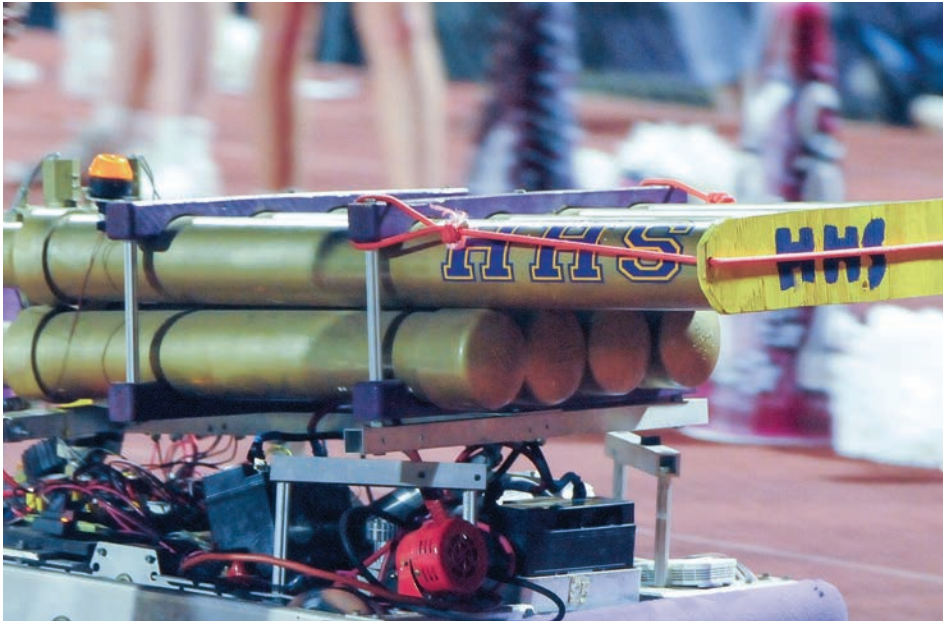
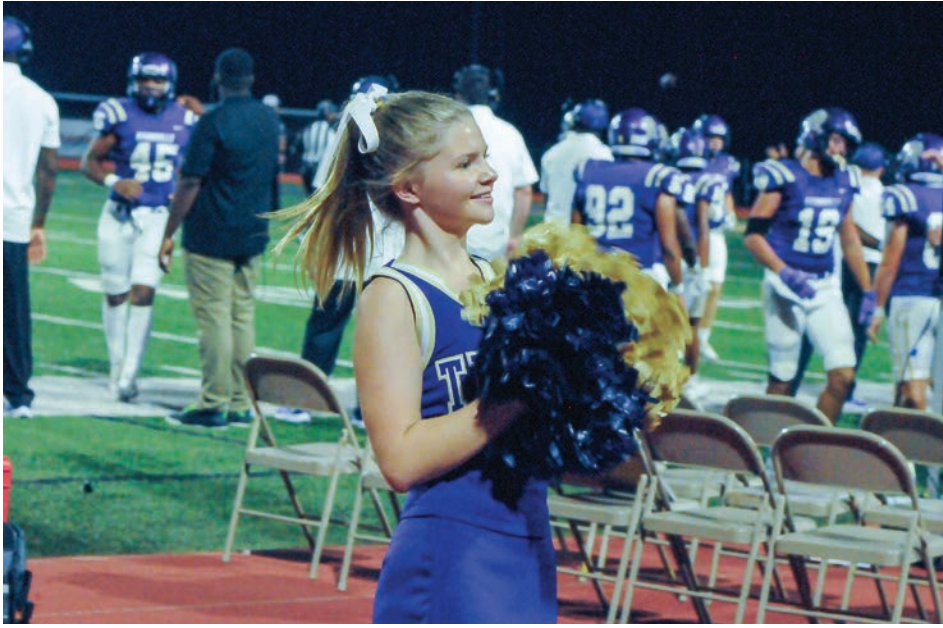
Amari Ambrose starts at quarterback and Jacob Black is his top target.

Linebacker Cedric Harris and defensive lineman Savion Barthelemy lead the way on defense.

“(Barthelemy) is very active,” said Scott. “(Harris) makes a lot of plays for them.”

In last week’s win over Parkway, Voisin got his team rolling with a 67-yard touchdown run. That was the first of his four touchdown runs on the night.

SCENES FROM THE SIDELINES





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Bluebird Boards: Serving up charcuterie boards and unique lunch fare in Norco

Kahlil Turner Lifestyles Editor
kturner@heraldguide.com

Local businessowner Monica Carruth embodies the spirit of entrepreneurship in St. Charles Parish, having found a viable opportunity in a trending presentation medium for meat and artisan cheese trays – known as charcuterie boards – and created an entire business around them.

The Montz resident’s business sprouted up just two years ago from a creative food hobby she picked up almost unexpectedly. In 2021, Carruth began to observe charcuterie boards gaining popularity on social media feeds everywhere and saw them as a great way to show creativity with food presentation. Charcuterie boards resonated with her, and she soon began experimenting, creating her own charcuterie boards for various gatherings at her home with friends and family.

“People began asking me to make them for them, and then I started selling them – and it got a little too busy to be doing it out of my kitchen at home,” Carruth said.

She began looking for a permanent location for her business and found it in a renovated 1940s era commercial building on River Road in Norco, with high ceilings and concrete walls, a space she moved into early this year.

Carruth was able to take a large back room in her new Norco location and turn it into what she calls “The Parlor,” using it as a dining room with what she says now has a “loungey, parlor feel.”

Her charcuterie board offerings tend to include a wide range of foods presented on them, each garnished in an artful way – featuring items like artisanal cheeses and meats, to fruits and nuts. Bluebird Boards’ charcuterie boards can be custom-tailored for guests that prefer certain types of cheeses or certain types of foods to be included or excluded, depending on their tastes.

Carruth’s custom charcuterie boards are available for purchase year around, for holidays, special events and various

BOARDS to 10B



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Happy Thanksgiving to ALL!
Regina H Allemand

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Author Laura Carroll recently visited St. Rose Elementary kindergarten and Pre-K students to share the book she wrote *Rainbow Rodney*. She shared the story and talked about being special and it’s okay to be different with the students. Pictured are St. Rose Elementary students, Ms. Macy Aucoin and Ms. Laura Carroll with *Rainbow Rodney*.

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Thibodaux Regional Health System welcomes Dr. Caroline Carroll. Dr. Carroll received her undergraduate degree in Biological Sciences from Louisiana State University in Baton Rouge. She earned her medical degree from Louisiana State University Health Sciences Center in Shreveport where she also completed a Fellowship in Interventional Pain Management.

Dr. Carroll specializes in treating various pain conditions including low back pain, neck pain, joint pain, peripheral neuropathy, diabetic peripheral neuropathy, complex regional pain syndromes, post-herpetic neuralgia and chronic post-operative pain.

According to Dr. Carroll, South Louisiana holds her heart and heritage and she is excited to be back to serve the people of this region. She chose to practice at Thibodaux Regional because it is an exceptional healthcare system that she feels fortunate to be a part of and looks forward to providing care here.



Justin and Alaina Ward



Kolton and Kason wrapped up SCP fall soccer



Cullen Owens in Chicago at Lincoln Park playground



Penelope at Thibodauxville



Chili naps



Dominic Gomez and his dad at the rodeo Saturday night



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A man in a green military uniform is standing next to a woman in a green shirt and a young boy in a white shirt. They are in front of a military vehicle and a building.

Joseph and Ma-Ma at the JB Martin Veterans program

A young girl is walking on a brick path. She is wearing a grey sweatshirt and dark pants. The path is lined with brick walls and arches.

Ashleigh tours colleges for next year

Three young boys are standing on a wooden deck. The boy in the middle is wearing a grey t-shirt with 'STEEL' on it. The boy on the left is wearing a blue t-shirt and the boy on the right is wearing a blue t-shirt and red shorts.

Reid, Kaiden and Liam have fun camping

A young boy is holding a soccer ball and a medal. He is wearing a blue soccer jersey and red shorts. He is standing on a grassy field.

Ethan wrapped up his fall soccer season

A young girl is wearing a white and purple costume with a hood. She is sitting on a large, colorful prop that looks like a musketeer's outfit. The background is dark and blurry.

Ryleigh Smith in Destrehan Theatre's production of "Three Musketeers"

A man with a beard and glasses, a woman, and a young boy are sitting on a couch. The woman is holding a baby. They are all smiling at the camera.

The Jurados celebrate the addition of baby Rose

A young girl is standing in front of a house. She is wearing a white t-shirt with 'LSU' on it, blue jeans, and brown boots. She is smiling at the camera.

Geaux LSU and Sophia

St. Charles Art Guild Artist of the Month November 2023



FIRST PLACE, TIE
Glenn Higgins
IBIS
Oil

Mary Loftus
Morning Wane
Oil

SECOND PLACE, TIE
Ann Clement
Macaw
Watercolor

Gerry Gieseler
Colorful Cactus
Watercolor

Becky Henderson
Gazing Ahead
Acrylic

THIRD PLACE
Darlene Kieferle
No Time Like Tea Time
Charcoal

Winners will be on display at the St. Charles Parish East Regional Library, 160 W. Campus Drive, Destrehan, LA 70047 for the month of November.



BOARDS from 7B

gatherings. Her business can also fill larger orders for catered events including non-charcuterie board items.

Another main facet of Bluebird Boards is the Norco business’ dine-in or to-go lunches, available from Tuesday through Friday.

“I typically do a different sandwich every week, and I do a different salad every week,” Carruth mentioned. “One of my really popular items is a loaded hummus box, and I’ve also been doing something called a Mexican Street Corn Chicken Salad that has been popular, flying off the shelves.”

With her menu offerings, Carruth aims to give locals interesting lunch options, much of it lighter, healthier fare “that you can’t find anywhere else,” she said.

In September of this year, Carruth began offering private cheese tasting

events for groups of 10 or more in “The Parlor,” combining it with a murder mystery twist.

“It’s interactive, so the guests that come for the cheese tasting are part of the mystery – everyone that comes in is a suspect,” Carruth said.

Once the “criminal” has been exposed at the end, guests are able to purchase additional quantities of the cheese offered in the cheese tasting, which she also sells in her shop.

Bluebird Boards is open Tuesday through Friday from 11 a.m. to 3 p.m. at its 15616 River Road, Suite B location in Norco. Carruth mentioned her group cheese tasting events and custom or catered orders can be booked ahead of time by calling the business or by visiting Bluebird Boards’ Facebook page online.



Ethel Schoeffner Elementary choir students showed their patriotism



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Edna Matherne

Prayers

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DHS, ready for 5 challenges

TURN to 1B

Lady Tigers look to lock in before district play



TURN to 4B

Primary showdown at Battle for the Paddle to boost St. Charles Parish area nonprofits

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The United Way of St. Charles is set to hold its 2023 Battle for the Paddle on Thursday, Oct. 26, from 3 p.m. to 7:30 p.m. at the Edward Dufresne Community Center, located at 274 Judge Edward Dufresne Parkway in Luling.

The fundraising event, held each October, invites local families, friends, businesses and industry teams to prepare and serve their best Cajun dishes, competing for the titles of 'Best Jambalaya,' 'Best Pastalaya' and 'Best Gumbo.'

Open to the public, Battle for the Paddle admission pricing will be \$5, with free admission for kids 10 and under. Proceeds from the event will go towards supporting many of the United Way of St. Charles' various local-area nonprofit agencies it regularly funds.

"Everything from help for cancer patients to weekend meals for schoolchildren in need, to funding our community college," United Way of St. Charles Executive Director John Dias said of the local causes the event helps support.

Dias said his group expects around 190 cooking teams to participate, and anticipates similar crowds to last year, when the event drew around 6,000 visitors.



St. Charles Women's Club and United Way 2022 Battle for the Paddle winners celebrate following 'Best Gumbo' win.

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Public Notice

[Public Notice](#)

The St. Charles Parish Housing Authority requests proposals for a Fee Accountant. The closing date is November 17, 2023, at 4:00 p.m. All proposal shall be submitted electronically to:

Email address: yprevost@scphousingauthority.com

All questions regarding this RFP should be directed to the Interim Executive Director, Youlondar Prevost at the email above.

Publish: November 9 & 16, 2023

Public Notice

[Public Notice](#)

The St. Charles Parish Housing Authority requests proposals for an Auditor. The closing date is November 17, 2023, at 4:00 p.m. All proposal shall be submitted electronically to:

Email address: yprevost@scphousingauthority.com

All questions regarding this RFP should be directed to the Interim Executive Director, Youlondar Prevost at the email above.

Publish: November 9 & 16, 2023

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON NOVEMBER 16, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2023 40 ZBA requested by **Samuel Buhler** to allow a residential accessory structure within the front yard and reduce the required front yard setback from 20 ft. to 10.8 ft. at **104 Union Drive, Hahnville**. Zoning District R-1A. Council District 1.

NEW CASES:

2023 44 ZBA requested by **Ronald Pate** to reduce the required front yard setback from 15 ft. to 12 ft. for construction of a porch at **117 Kenner Lane, Montz**. Zoning District R-1A(M). Council District 6.

2023 45 ZBA requested by **Rainish Jain** to reduce the required construction elevation at **13441 Highway 90, Boutte**. Zoning District C-3. Council District 4.

2023 46 ZBA requested by **Carol Etter** to allow a residential fence exceeding 4 ft. in height within the front yard setback at **88 Boutte Estates Drive, Boutte**. Zoning District R-1A(M). Council District 1.

2023 47 ZBA requested by **Sondra Washington and Mary Nelson** to reduce the required front yard setback from 15 ft. to 0 ft. and remove the Special Provision limiting additional dwellings on unsubdivided property to a rate of 1 dwelling unit for each 7,000 sq. ft. of lot area for the permitting of a mobile home at **358 Second Street, St. Rose**. Zoning District R-1A(M). Council District 5.

ALTERNATE DATE: None
PUBLISH 11/2, 11/9, 11/16

Public Notice



St. Charles Parish Public Schools
November 2, 2023

Advertisement for Request for Proposals
Internet Access and Wide Area Network Connections

St. Charles Parish Public Schools is seeking written proposals from E-rate eligible vendors for internet access and wide area network (WAN) connections for all sites.

Interested vendors are invited to submit proposals to St. Charles Parish School Board(SCPSB) electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab on the SCPSB website <https://www.stcharles.k12.la.us>. Questions should be submitted electronically via the online site no later than November 27, 2023. Vendors are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals (RFP).

All proposals will be accepted until 12:00 pm local time (Central Standard/Daylight Savings Time) on Monday, December 4, 2023. All proposals received will be taken under advisement as submitted by the assigned date and time to SCPSB. All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. Failure to follow these instructions could result in disqualification of the proposal. SCPSB reserves the right to reject any and all proposals.

Advertising dates in the Herald-Guide, official journal of SCPSB, shall be:

Thursday, November 2, 2023
Thursday, November 9, 2023
Thursday, November 16, 2023

The St. Charles Parish School Board reserves the right to reject any and all proposals.

St. Charles Parish School Board
Art Aucoin, School Board President
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, LA 70070

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, NOVEMBER 20, 2023,
6:00 P.M., COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2023-0301 (11/6/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Ardaman & Associates, Inc. for the Evangeline Road & CN Railroad Box Culvert (Project No. P210701), in the amount of \$8,500.00.

2023-0307 (11/6/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Change Order No. 1 for Road Maintenance 2022-23 (Project No. P220501), to increase the contract amount by \$1,012,969.06 and increase the contract time by forty five (45) days.

2023-0308 (11/6/23, Jewell, D. deGeneres)

An ordinance approving and authorizing the execution of a Contract with Industrial & Mechanical Contractors, Inc., for Eastbank Lift Station Rehabilitation (Project No. S211203), in the amount of \$1,587,000.00.

2023-0309 (11/6/23, Jewell, G. Gorden)

An ordinance approving and authorizing the execution of Change Order No.1 for the West Bank A Plant Filter Upgrade (WWKS 97), to increase the contract amount by \$14,539.95 and increase the contract time by 252 days.

2023-0310 (11/6/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00.

2023-0311 (11/6/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, L.L.C., for Engineer's Canal Phase 1 Bank Stabilization (Project No. P190301) in the amount of \$1,405,350.00.

2023-0312 (11/6/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Contract with APC Construction, LLC, for Des Allemands Phase 1 Bulkhead (Project No. P210601) in the amount of \$6,226,996.00.

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, DECEMBER 4, 2023,
6:00 P.M., COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2023-0302 (11/6/23, Jewell, C. Oubre)

An ordinance approving and authorizing the exchange of property located at the Bayou Gauche Park with the Bayou Gauche Fire Department.

PUBLISH: November 9, 16, 2023

Public Notice

Anyone knowing the whereabouts of **Melvin Leroy Price's** heirs or descendants, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003.

Publish: November 9 & 16, 2023

Public Notice

Anyone knowing the whereabouts of **Michael Washington, Jr.**, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003."

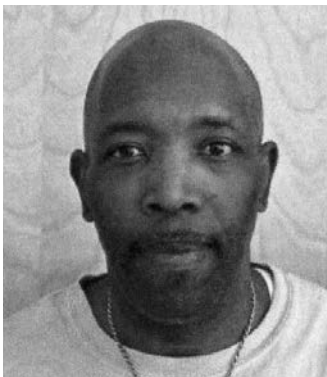
Publish: November 9 & 16, 2023

Public Notice

Anyone knowing the whereabouts of **Karla L. Lewis A/K/A Karla L. Judd A/K/A Karla Lockhart Judds and Walter Lewis' Heirs or Descendents**, please contact Don Paul Landry, APLC, Attorney, at 1308 Paul Maillard Rd./P.O. Box 21, Luling, 70070 or by calling (985) 785-5494.

Publish: November 9 & 16, 2023

Public Notice



I, **Andre Grant Holt**, have been convicted of **Forcible Rape**, Date of Conviction: 08/21/1996 and Aggravated Incest 8/21/1996. My address is: 105 S. Kinler St, Boutte, La. 70039 .

RACE: Black
SEX: Male
DOB: 06/13/1968
HGT: 5'7"
WGT: 180
HAIR COLOR: Bald
EYE COLOR: Brown

PUBLISH: November 9 & 16, 2023

Public Notice

NOTICE OF OPPORTUNITY
FOR PUBLIC COMMENT ON PROPOSED
SETTLEMENT AGREEMENT BETWEEN
THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND SHELL CHEMICAL LP

The Louisiana Department of Environmental Quality and Shell Chemical LP (Respondent), Agency Interest Number 26336, have entered into a proposed settlement agreement, Settlement Tracking No. SA-AE-23-0044, concerning the State's allegations of environmental violations by Respondent at its facility in St. Charles Parish, Louisiana, which allegations are set forth in Consolidated Compliance Orders & Notices of Potential Penalty, Enforcement Tracking Nos. AE-CN-17-00434 and AE-CN-19-01182, and other violations included in the settlement and which are not in the Consolidated Compliance Orders & Notices of Potential Penalty.

The Department of Environmental Quality will accept comments on the proposed settlement for the next forty-five (45) days. The public is invited and encouraged to submit written comments to the Louisiana Department of Environmental Quality, Office of the Secretary, Legal Division, Post Office Box 4302, Baton Rouge, Louisiana 708214302, Attention: Oscar Magee, Attorney. All comments will be considered by the Department of Environmental Quality in reaching a decision on whether to make the settlement final.

Terms and conditions of the proposed settlement agreement may be reviewed on the Department of Environmental Quality's website at www.deq.louisiana.gov, by selecting *About LDEQ, Enforcement, and Settlements*. The document may also be viewed at, and copies obtained from, the Louisiana Department of Environmental Quality, Public Records Center, Room 127, Galvez Building, 602 North Fifth Street, Baton Rouge, Louisiana 70802. To request a copy of the proposed settlement, submit a completed Public Record Request Form (DEQ Form ISD-0005-01). The form and instructions for completion may be found on the DEQ Website at the following address: <http://deq.louisiana.gov/assets/docs/General/PublicRecordsRequestForm.pdf>, or by calling the Customer Service Center at 1-866-896-5337.

Pursuant to La. R.S. 30:2050.7(D), the Department of Environmental Quality may hold a public hearing regarding this proposed settlement when either of the following conditions are met: 1) a written request for public hearing has been filed by twenty-five (25) persons, by a governmental subdivision or agency, or by an association having not less than twenty-five (25) members who reside in the parish in which the facility is located; or 2) the secretary finds a significant degree of public interest in this settlement.

For further information, you may call the Legal Division of the Louisiana Department of Environmental Quality at (225) 219-3985.

PUBLISH: November 16, 2023

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 9B, for the session of said Court beginning Monday, December 11, 2023 at 9:00 A.M. - Division "D".

- 1 ABATE, WENDY ESTAY

2 ALFORD, ANNA COLLEY

3 ALLEMAN, CONRAD JAMES II

4 ALLEN, MICHAEL DAVID

5 ALVENS, DUANE MICHAEL

6 ASBURY, BRANDON KEITH

7 AWASTHI, DEEPAK

8 AYO, ROBERT JOHN JR

9 BABINEAUX, BLAINE ALLAN

10 BADEAUX, FARRAH LYNN

11 BADEAUX, RALPH EDWARD

12 BAGGETT, CHRISTOPHER WAYNE

13 BARBAY, BRADLEY ADAM

14 BARNES, CATHERINE S

15 BARRIOS, COLLIN MICHAEL

16 BARTHOLOMEW, CHRISTOPHER MICHAEL

17 BAUDOIN, JASON ANTHONY

18 BECHET, JADE

19 BECNEL, STACIA FRAZIER

20 BELTON, KRISTIE

21 BENEFIELD, LAUREN CELESTE

22 BENOIT, MICHELLE DUDENHEFER

23 BERGERON, ANGELA PFISTER

24 BILLINGSLEY, LOGAN CHRISTOPHER

25 BLACKARD, EMILY AKERS

26 BLAKLEY, KENNETH CLAUDE

27 BOUDREAUX, DONALD J JR

28 BOURGEOIS, BRUCE MICHAEL SR

29 BOURGEOIS, JUDY F

30 BOURGEOIS, KEVA AALIYAH

31 BRADY, PAMELA KAY

32 BREIT, HUNTER LUKE LOWE

33 BROCATO, ASHLEY MICHELLE

34 BROCATO, NICHOLAS ANTHONY

35 BROWN, DIONDRIA ANTRELL

36 BROWN, TIFFANY MICHELE

37 BROWN, TROY LYNN

38 BROWN, WARREN HUGHES JR

39 BUCHANAN, JESSICA ANNE

40 BULGER, JOHN RICHARD IV

41 CANALE, JOHN THOMAS

42 CANDIES, MARSHALL J

43 CANTILLO, DANA VOLLENWEIDER

44 CARDELLA, JOSEPH P JR

45 CARROLL, ISABELIA CAMMIE

46 CATALANOTTO, THOMAS JOSEPH

47 CHAMPAGNE, GREGORY CHARLES

48 CHANDLER, LAKISA DICKERSON

49 CHIARELLA, JOSEPH A

50 CHIFICI, CATHERINE ELIZABETH

51 COATES, MICHAEL

52 COOPER, GEORGE M JR

53 COOPER, LATASHA SIMONE

54 COOPER, TYRA CELESTE

55 CUPP, MONICA KEEN

56 DALFERES, KIMBERLY WOULFE

57 DAMARE, GLENN MICHAEL

58 DAVIDSON, ELISE GWENDOLYN

59 DAVIS, ROSALIND WEBER

60 DAVIS, STACY KAISER

61 DAVIS-ZENO, ANGELIQUE LYNETTE

62 DEMPSEY, WILLIAM VICTOR JR

63 DEMPSTER, BURT J III

64 DENNIS, TERRI LYNN

65 DEROOHE, DENNY J

66 DESSAUJER, DONALD JOSEPH

67 DINH, MIKI HA

68 DO, UYEN

69 DONNAUD, SARAH BERGERON

70 DORAN, JOSEPH JOHN

71 DOWNS, KATHERINE HYMEL

72 DUFRENE, DALE E

73 DUFRENE, JUSTIN WAYNE

74 DUHE, DERRYL J

75 DUHE, HAILEY ASHLIN

76 DUPRE, JEFFERY MICHAEL

77 DYSON, ZQUANTA S

78 EAST, YULANDA JONES

79 FLEMING, MARNIKA GREEN

80 GADDIS, ZEDEKIAH WILLIAM

81 GALLAND, COLIN MICHAEL

82 GAUBERT, JAMI V

83 GILBERT, TAYLOR LOUISE

84 GILLARD, MICKEY SEAN

85 GILLISON, DEBORAH ANN

86 GILTON, RICHELLE AUDRELLE

87 GORDON, JARANEA DESMONIQUE

88 GORIS, KRISTIN GRAHAM

89 GRANIER, BLAKE JORDAN

90 GRIFFIN, DONALD PAUL

91 GRIFFIN, MARY HORN

92 GUCHEREAU, LAWRENCE LOUIS III

93 HAINDLE, LAURA LYNCH

94 HAMILTON, COINCHITA MATUGUINA

95 HARP, CHANCE TODD

96 HARRIS, RONA MAGDALEN

97 HEBERT, YVONNE LAURENT

98 HINDMAN, TIMOTHY LLOYD

99 HOBBY, ROBERT C

100 HOGAN, SCOTT MICHAEL
- 101 HOGGARD, MONICA ZERINGUE

102 HOWARD, LYNETTE ARIENNE

103 HRYNIEWICH, HOLLY

104 HULBERT, SHARDI LORRAINE

105 HULSEY, DENISE GOURGUES

106 HUNTER, HALISHA ANN

107 JAMES, DWAN WYNETTE

108 JOHNSON, KEITH BYRON

109 JOHNSON, KIMBERLY L

110 KEELER, ANDREW

111 KENNEDY, KENNETH DIANTE

112 KIMBLE, KENNETH DWAYNE

113 KIMBLE, LESLIE CARROL HURST

114 KINLER, JOSEPH

115 KNIGHT, KRISTOPHER LEE

116 KNOWLES, HAILEE NICOLE

117 KOUZOUKAS, LEVI SAVVAS

118 KRAMER, NORA MARIE

119 KUBRICHT, DEVIN WILLIAM

120 LACROUTS, LAWRENCE FRANCIS JR

121 LANDRY, DYLAN JOSEPH

122 LANDRY, ROBERT GATLIN JR

123 LANE, DORIS TURNER

124 LEAR, TARA FONTENOT

125 LEE, LANCE JOHN

126 LEVINE, HAL PAUL

127 LEWIS, MARISA I

128 MADERE, JAMIE RUTH EVERETT

129 MARCEAUX, LANDON JOEL

130 MARTINEZ, ROSS WILLIAM

131 MATIS, MARY L

132 MATTHEWS, TEVIN CHARLES

133 MCCLUNG, SEAN PATRICK

134 McDONALD, COLBY JAMES

135 MILLER, JAMES SIMON

136 MODICA, CORY MICHAEL

137 MONTET, MARK JAMES

138 MOREAU, CARA WALLACE

139 MOREL, DINIA ANTONETTE

140 MORRISON, KATHERINE ALYSE

141 MOSS, BROOKE TREFALYA

142 NOEL, MICHAEL A

143 OCONNOR, LANCE ROBERT

144 ORGERON, STACY

145 PEREZ, FAYE ROUSSEL

146 PERRIER, MELISSA MANNING

147 PETIT, LEE DAVID

148 PIERRE, IRVING A

149 PIERRE, RHEA MONET

150 PINERO, DORIS

151 PLAISANCE, TRACY DEMPSEY

152 PONTE, ALBERT MICHAEL

153 PRATS, CHRISTAIN

154 PRESTENBACK, ROLAND JAMES JR

155 QUINN, CONNOR J

156 RHODES, LARMEL DOYLE

157 ROBICHEAUX, KAREN GUILLORY

158 ROELL, MATTHEW ALLEN

159 ROUSSEL, EVAN JOSEPH JR

160 RYAN, DENNIS M

161 SALISBURY, TROY RICHARD

162 SAUBAT, LOUIS JOSEPH III

163 SAUL, ANTHONY JORRIC

164 SCOTT, JAZMINE DENISE

165 SELLERS, WILBUR THOMAS

166 SIMMONS, WILHELMINA AUGUSTA

167 SIMONEAUX, GARY MICHAEL JR

168 SMITH, ALEXANDER ROMALICE

169 SMITH, JERMEL EARL

170 SOSA, KARLA NICOLE

171 STEVENS, EVERETT W

172 STEVERSON, LAUREN MICHELLE

173 STEWART, CLARENCE MICHAEL JR

174 STEWART, CRAIG JONATHAN

175 SWANSON, DEAN EDWARD

176 TAYLOR, BLAKE ANTHONY

177 TAYLOR, LEROY J JR

178 THIELMAN, CONNOR MICHAEL

179 THOMAS, KEARA LASHONDRA

180 TOURNILLON, TRACY SCHWEHM

181 TREGLE, ANDREW MICHAEL

182 TREGLE, BRENDA B

183 TRICHE, ELDRIDGE P

184 TRICHE, FRANCES M

185 TURLEY, KEISHON S

186 VERSHER, ALICE HAYDEL

187 VIDAL, ADRIAN A

188 WAGNER, LAURA ANN

189 WAGUESPACK, JAMES ANTHONY JR

190 WALKER, MONA WICKHAIR

191 WALLS, SHELBY RENEE

192 WATSON, AGNES GRIMES

193 WATSON, BRITTANY MICHELLE

194 WEAVER, CARRIE JULIETTE

195 WEEKS, LINDSEY ANN

196 WELLS, TORIAN L

197 WHITFIELD, JAMES ELTON

198 WILLIAMS, SUSAN RABB

199 WINDSTEIN, HALEY RENEE

200 ZERINGUE, DANNY M

PUBLISH: November 16, 2023

Public Notice

ORDINANCES AND RESOLUTION ADOPTED AT THE MEETING OF OCTOBER 23, 2023, 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 Beth A. Billings
Councilmembers Holly Fonseca, La Sandra Darenbourg Gordon,
Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock,
Bob Fisher, Julia Fisher-Cormier*

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-6000
www.stcharlesparish.gov

Monday, October 23, 2023 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 8- Beth A. Billings, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, and Julia Fisher-Cormier
Absent 1- Bob Fisher

Also Present

Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Public Works Assistant Director Brandon Bernard, Wastewater Director David deGeneres, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gorden, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Deacon Donnie Hills
First Baptist Church, Paradis

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Gibbs, to approve the minutes from the regular meeting of October 8, 2023. The motion carried by the following vote:

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

Nay: 0

Absent: 1- Fisher

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2023-0283

Proclamation: "Arc Fall Fest and Trunk or Treat in St. Charles Parish"

Sponsors: Ms. Bellock

Councilwoman Bellock spoke on the matter.
Ms. Victoria Bryant spoke on the matter.

Read

2023-0284

Proclamation: "Green Light for Veterans Week"

Sponsors: Ms. Bellock

Chairman Billings spoke on the matter.
Councilwoman Bellock spoke on the matter.

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0277

Department of Public Works

Public Works Director Miles Bingham reported.

Councilwoman Fonseca spoke on the matter.
Mr. Bingham spoke on the matter.
Councilwoman Darenbourg Gordon spoke on the matter.
Mr. Bingham invited Public Works Assistant Director Brandon Bernard to the podium to speak on the matter.
Mr. Bernard spoke on the matter.
Councilwoman Fisher-Cormier spoke on the matter.
Chief Administrative Officer Mike Palamone spoke on the matter.
Councilman Dufrene spoke on the matter.

Reported

2023-0278

Department of Wastewater

Wastewater Director David deGeneres reported.

Councilwoman Darenbourg Gordon spoke on the matter.
Mr. deGeneres spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Councilwoman Fisher-Cormier spoke on the matter.
Councilwoman Bellock spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, OCTOBER 31, 2023, 9:00 A.M.; THURSDAY, NOVEMBER 2, 2023, 1:00 P.M.; MONDAY, NOVEMBER 6, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0211

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2024.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on October 31, 2023

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS 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, NOVEMBER 6, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0280

An ordinance to approve and authorize the execution of an Intergovernmental Agreement between St. Charles Parish and the River Parish Transit Authority (RPTA) to provide supplemental funding for the operation of a public transit system.

Sponsors: Mr. Jewell and Chief Administrative Officer

Publish/Scheduled for Public Hearing to the Parish Council on November 6, 2023

2023-0281

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of office space located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA.

Sponsors: Mr. Jewell

Publish/Scheduled for Public Hearing to the Parish Council on November 6, 2023

2023-0282

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 21-3-2, which approved the Professional Services Agreement with Bryant Hammett & Associates, LLC for providing all necessary surveying services for the Primrose Canal Cleaning and Improvements (Parish Project No. P210202).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on November 6, 2023

2023-0286

An ordinance to amend and/or supplement the Code of Ordinances, Chapter 3 Alcoholic Beverages, Article I. In General, Section 3-1(c) - Location restrictions; Section 3-4(c) - Consumption in public buildings prohibited; Section 3-6 - Consumption of alcoholic beverages in parking lots prohibited.

Sponsors: Ms. Darenbourg Gordon

Publish/Scheduled for Public Hearing to the Parish Council on November 6, 2023

BUDGET ORDINANCE & SUMMARY									
Exhibit A									
Proprietary Funds (Continued)									
Consolidated Operating And Capital Budget Summary Statement									
Fiscal Year Ending December 31, 2024									
Description	2022			2023			2024		
	Prior Year Actual	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimated Budget for Year	Projected Actual at Year End	Projected Budget	% Change from 2023	% Change from 2022
Total net position - Beginning as restated	108,902,476	121,600,130	121,600,130	121,600,130	121,600,130	113,338,958	117,778,560	-2.69%	-6.81%
Total net position - Ending									
Net investment in capital assets	89,550,000	123,793,144	123,793,144	86,244,654	86,244,654	85,361,990	88,472,410		
Restricted for debt service	3,994,500	2,488,298	2,488,298	2,488,298	2,488,298	2,965,846	2,965,846		
Restricted for capital projects	15,440,010	12,054,511	12,054,511	12,054,511	12,054,511	13,463,649	13,463,649		
Unrestricted	9,867,620	12,113,971	12,113,971	12,113,971	12,113,971	15,387,475	15,387,475		

2023-0280
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)
ORDINANCE NO. 23-11-2
An ordinance to approve and authorize the execution of an Intergovernmental Agreement between St. Charles Parish and the River Parish Transit Authority (RPTA) to provide supplemental funding for the operation of a public transit system.
WHEREAS, the Constitution of the State of Louisiana and the Local Services Law of the State of Louisiana provide for political subdivisions to engage in cooperative endeavors for public purposes; and,
WHEREAS, both St. Charles Parish and the RPTA are authorized by law to provide public transit services; and,
WHEREAS, the RPTA began operations in St. Charles Parish on February 2, 2009 and there exists a desire to continue said public transit system in St. Charles Parish; and,
WHEREAS, the RPTA is not in a financial position to operate said system without supplemental funds being made available to cover expenses; and,
WHEREAS, it is the desire of the Parish President to provide said supplemental funds in accordance with the terms of an Intergovernmental Agreement.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Intergovernmental Agreement between St. Charles Parish and the RPTA is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.
The foregoing ordinance having been submitted to a vote; the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE
And the ordinance was declared adopted this 5th day of November, 2023, to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: November 8, 2023
AT: 8:42am RECD BY: [Signature]

INTERGOVERNMENTAL AGREEMENT
BETWEEN
ST. CHARLES PARISH
AND
THE RIVER PARISHES TRANSIT AUTHORITY

THIS AGREEMENT made this ____ day of ____ 2023, by and between ST. CHARLES PARISH ("PARISH"), Post Office Box 302, 15045 River Road, Hahnville, LA 70057, HEREIN REPRESENTED BY MATTHEW JEWELL, PARISH PRESIDENT,
AND
THE RIVER PARISHES TRANSIT AUTHORITY, ("RPTA") Post Office Box 2444, LaPlace, LA 70069, HEREIN REPRESENTED BY COREY FAUCHEUX, CHAIRMAN.
WHEREAS, the River Parishes Transit Authority (RPTA) was created pursuant to Louisiana Revised Statutes: 48:1601 et seq., as a body politic and corporate and a political subdivision of the state comprising all of the territory in the parishes St. Charles, St. James and St. John the Baptist; and,
WHEREAS, the RPTA was created for the purpose to "plan, design, lease (as lessee), purchase, acquire, hold, construct, improve, have equity in, maintain, and administer a transit system within the area, to operate same or contract therefore; and to lease (as lessor) same for operation by private parties"; and,
WHEREAS, the RPTA began operation of such transit system in an area including St. Charles and St. John the Baptist Parishes on February 2, 2009; and,
WHEREAS, the RPTA relies upon financial participation from its member parishes to supplement funds necessary to carry out its purpose of providing public transit.
NOW THEREFORE THE PARISH AND RPTA hereby enter into this Intergovernmental Agreement for the purpose of distribution of local funds to the RPTA for use in provision of a regional mass transit system serving St. Charles and St. John the Baptist Parishes subject to the following:

- The term of this Agreement is for one year, January 1, 2024 through December 31, 2024, but may be renewed by the Parish President for three additional one year periods based upon the written mutual consent of the parties and the allocation of funding by the St. Charles Parish Council.
- The RPTA shall be responsible for the operation of the public transit system including any and all capital and/or operating matters required for the system.
- The RPTA shall provide the transit system and operate and maintain it in accordance with all requirements of the Federal Transit Administration, Louisiana Department of Transportation and Development, and any other applicable state or federal laws and regulations

- The RPTA will defend, indemnify and hold harmless St. Charles Parish from any and all damages and/or claim which may be sustained or arise from the operation of the public transit system, including but not limited to damages sustained as a result of the negligence of the RPTA, its agents or employees or as a result of any defect in any equipment used or service provided and shall provide insurance coverage in accordance with Attachment A.
- The Parish shall fund RPTA on a quarterly basis in the amount not to exceed \$68,750 for a total not to exceed \$275,000.00 per year for costs incurred in providing the public transit service. RPTA shall submit an invoice requesting payment within fifteen days prior to the start of each calendar quarter. The first invoice will be due on January 12, 2024.
- The RPTA shall provide to St., Charles' Parish a complete financial and operating report on the transit system within sixty days (60) of the close of each fiscal year.

WITNESSES
[Signature]
[Signature]
WITNESSES
[Signature]
[Signature]

ST. CHARLES PARISH
[Signature]
BY: MATTHEW JEWELL
PARISH PRESIDENT

RIVER PARISH TRANSIT
[Signature]
BY: COREY FAUCHEUX
CHAIRMAN

ATTACHMENT A
INSURANCE REQUIREMENTS

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

A. Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- Some contacts may require USL&H or maritime coverage. This should be checked out with Insurance Dept./Legal Dept.
- WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be indicated on certificate
- No excluded classes of personnel or employees shall be allowed on Council's premises

B. Commercial General Liability, including:

- Contractual liability assumed by this agreement
- Owners and Contactor's Protective Liability (if Contractor is a General Contractor)
- Personal and advertising liability
- Completed operations
- Medical payments

The limits for "B" above shall not be less than:

- \$1,000,000 each occurrence limit
- \$2,000,000 general aggregate limit other than products — completed operations
- \$1,000,000 personal and advertising injury limit
- \$1,000,000 products/completed operations aggregate limit
- \$50,000 fire damage limit
- \$5,000 medical expense limit (desirable but not mandatory)
- \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+ 2 above. Must include BFCGL endorsement
- St. Charles Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be indicated on certificate
- Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

C. Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- \$1,000,000 CSL
- St. Charles Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be included on certificate

CERTIFICATES

Prior to starting the work, the Contractor shall deliver to the St. Charles Parish certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

HOLD HARMLESS CLAUSE

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Council and all of its Agents and Employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent cause in whole or in part by negligent acts or omissions of Contractor.

LICENSE REQUIREMENTS

When applicable, a current St. Charles Parish Occupational License is to be maintained during the duration of this contract. When applicable, a current Louisiana State Contractor's License should be furnished.

2023-0281
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 23-11-3

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of office space located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA.

WHEREAS, La. R.S. 29-260-262 provides that the Louisiana Department of Veterans Affairs (LDVA) shall not contribute more than 75% for the operation and maintenance of Veterans Affairs Offices; that Police Juries and Municipal Governing Authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operations of Veterans Services Offices established by the LDVA; that Police Juries and Municipal Governing shall provide space for the operations of Veterans' Service Offices established by the LDVA pursuant to law; and,
WHEREAS, on December 19, 2022, the St. Charles Parish Council adopted Ordinance No. 22-12-8 approving a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs for the provision of office space located in the St. Charles Parish Courthouse; said agreement is in effect until December 31, 2023; and,
WHEREAS, St. Charles Parish desires to continue to support local veterans and improve their access to benefits by providing for both, the cost to maintain and operate a Veterans' Service Office; and,
WHEREAS, St. Charles Parish will provide office space for the Veterans Service Office which offers a safe location for LDVA employees and clients.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of services is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 5th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Ritting
SECRETARY: Michelle Lagolab
LDVA/PARISH PRESIDENT: November 7, 2023
APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]



COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
ST. CHARLES PARISH COUNCIL
AND
LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on _____ by and between St. Charles Parish Council, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Matthew Jewell, President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Joey Strickland.

ARTICLE I

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

ARTICLE II

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

ARTICLE III

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095, Capitol Station, Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2024 to provide such services to veterans in Parish/Municipality.

ARTICLE IV

WHEREAS, both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

- LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits of patients in a nursing home, insurance benefits, referrals to housing and mental health providers and last interment benefits.
- LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
- LDVA shall make every reasonable effort to ensure that the designated Veterans' Service Office is staffed two (2) days per week on the following days, to wit: Tuesday and Friday, excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will endeavor to update the parish or municipality of any office closures that may occur, should the need arise.
- LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

B. Obligations of Parish/Municipality

- Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 15045 River Road, Hahnville, Louisiana, 70057.
- Parish/Municipality shall provide for all utilities and Internet expenses, as well as 27.85% of phone service costs, as part of its obligation to provide space for the Veterans' Service Office.
- Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

II. FUNDING AND REPORTING

A. Compensation and Disbursement

- Parish/Municipality shall contribute to the support of the Veterans' Service Office by paying LDVA a total of \$2,837.00 in minimum monthly payments of \$236.00.
- Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA.

B. Reporting

- Upon request, LDVA shall provide an operations report on the number of veteran contacts and claims processed that period.
- LDVA shall also include within that report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

C. Invoicing

- LDVA shall submit to Parish/Municipality an invoice for the payment described herein on a quarterly basis.
- Parish/Municipality may pay monthly, and shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

III. TERM

- This Cooperative Endeavor Agreement shall be in effect from January 1, 2024, to December 31, 2024.

IV. TERMINATION

- Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans Service Office operated in Parish/Municipality.

V. CONTROLLING LAW

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

VI. LEGAL COMPLIANCE

- LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

VII. PUBLIC LIABILITY/INDEMNIFICATION

- LDVA will indemnify, defend, and hold harmless Parish, including Parish's employees and agents, from and against any and all claims or liabilities arising from the fault of LDVA, its employees, or agents in carrying out LDVA'S duties and obligations under the terms of this agreement. The Parish will indemnify, defend, and hold harmless LDVA, including LDVA'S employees, delegates, agents, and representatives from and against any and all claims or liabilities arising from the fault of Parish, its employees, or agents in carrying out the Parish's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.
- Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.
- LDVA is responsible for any and all insurance or other liability requirements related to the operations or activities associated with this agreement. LDVA will ensure that it has insurance coverage for any general liability claims occurring at the premise provided by the Parish as well as insurance coverage for any LDVA contents located at the premise provided by the Parish. In addition, LDVA agrees that all insurance policies required by the agreement will be primary, will include a waiver of subrogation in favor of the Parish as to workers' compensation claims, and will identify the Parish as an additional insured.

VIII. SEVERABILITY

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

IX. NOTICES

- Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:

- LDVA:
Joey Strickland
SECRETARY
Louisiana Department of Veterans Affairs
P. O. Box 94095, Capitol Station
Baton Rouge, Louisiana 70804-9095
- ST. CHARLES PARISH COUNCIL:
Matthew Jewell
PRESIDENT
P.O. Box 302
Hahnville, LA 70057

IN WITNESS WHEREOF, the parties have executed this Cooperative Endeavor Agreement on the day, month and year first written above.

SIGNATURES:

ST. CHARLES PARISH COUNCIL

BY: Matthew Jewell

MATTHEW JEWELL, PRESIDENT

Witnessed by: [Signature]

(Signature)

Ray Montaney
(Printed Name)

(Signature)

Anthony Apo
(Printed Name)

LA DEPARTMENT OF VETERANS AFFAIRS

BY: _____

JOEY STRICKLAND, SECRETARY

Witnessed by: _____

(Signature)

(Printed Name)

(Signature)

(Printed Name)



St. Charles Parish Council Cooperative Agreement Summary

2024

	Total Parish Expenses	Total Parish Contribution (27.85%)	St. Charles Parish Council Share (of Parish Contribution)
Salaries & Benefits:	\$5,291	\$1,473	\$1,473
Travel	\$613	\$171	\$171
Supplies	\$244	\$68	\$68
Postage, Equip. Maintenance	\$101	\$28	\$28
Telephone & Internet	\$467	\$130	\$130
Professional Services	\$309	\$86	\$86
Acquisitions	\$0	\$0	\$0
OTS Migration	\$359	\$100	\$100
Subtotal:	\$7,384	\$2,056	\$2,056
*Administration Expense		\$780	\$780
Total:		\$2,837	\$2,837

*Costs related to human resources, accounting, payment processing, etc. (2.5% of total expenses)

Economic Impact of St Charles Parish Veterans' Service Office:

\$15,805,000 in Compensation and Pension benefits for a veteran population of 2,596.

(According to US Department of Veterans Affairs FY22 Summary of Expenditures)

2023-0282

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

ORDINANCE NO. 23-11-4

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 21-3-2, which approved the Professional Services Agreement with Bryant Hammett & Associates, LLC for providing all

necessary surveying services for the Primrose Canal Cleaning and Improvements (Parish Project No. P210202).

WHEREAS, Ordinance No. 21-3-2 adopted on March 15, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC for providing all necessary surveying services for the Primrose Canal Cleaning and Improvements (Parish Project No. P210202); and,

WHEREAS, the original scope consisted of full topographic surveys for Phases 1A, 1B, 2-4 and just elevation and cross section data for Phase 5, and St. Charles Parish has requested Bryant Hammett & Associates, LLC complete the full topographic survey for Phase 5 as well as complete boundary surveys for Phase 1A to delineate SCP versus resident properties prior to construction; and,

WHEREAS, St. Charles Parish and Bryant Hammett & Associates, LLC have mutually agreed upon a lump sum fee of \$7,970.00 to complete the boundary surveys and \$19,890.00 to complete the topographic survey work, increasing the existing contract value by \$27,860.00, bringing the total contract value to \$67,670.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement with Bryant Hammett & Associates, LLC for additional surveying services for the Primrose Canal Cleaning and Improvements project (Parish Project No. P210202), in the total amount of \$27,860.00, to increase the overall contract value of \$67,670.00, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment on behalf of the 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 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR PRIMROSE CANAL CLEANING AND
IMPROVEMENTS

THIS AMENDMENT NO. 1 is made and entered into on this _____ day of _____, 2023;

BY AND BETWEEN:

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

BRYANT HAMMETT & ASSOCIATES, LLC (BHA), represented herein by Bryant O. Hammett, Jr., P.E., P.L.S., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, On March 15, 2021, the St. Charles Parish Council approved Ordinance No. 21-3-2 to authorize an Agreement between St. Charles Parish and Bryant Hammett & Associates, LLC for the survey of Primrose Canal Cleaning and Improvements (Parish Project No. P210202); and,

WHEREAS, the original scope consisted of full topographic surveys for Phases 1A, 1B, 2-4 and just elevation and cross section data for Phase 5, and St. Charles Parish has requested Bryant Hammett & Associates, LLC complete the full topographic survey for Phase 5 as well as complete boundary surveys for Phase 1A to delineate SCP versus resident properties prior to construction; and,

WHEREAS, St. Charles Parish and Bryant Hammett & Associates, LLC have mutually agreed upon a lump sum fee of \$7,970.00 to complete the boundary surveys and \$19,890.00 to complete the topographic survey work, increasing the existing contract value by \$27,860.00, bringing the total contract value to \$67,670.00.

Add the following verbiage to ATTACHMENT "A" – PROJECT SCOPE

Boundary Surveys: The CONSULTANT shall complete a boundary survey for the following addresses on Catherine Drive in Luling, 100, 102, 104, 106 and 108. The purpose for this boundary survey is to delineate the residential properties from St. Charles Parish property for the upcoming construction of Phase 1A.

Additional Topographic Survey: The previously completed survey for Phase 5 of this project included only elevations and cross section data. The CONSULTANT shall now complete a full topographic survey for Phase 5 in order to complete the design for this project.

Add the following verbiage to ATTACHMENT "C" – PROJECT COMPENSATION

Boundary Surveys: \$7,970.00

Additional Topographic Survey: \$19,890.00

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

By: [Signature]
Matthew Jewell
Parish President

Date: 11/8/2023

BRYANT HAMMETT & ASSOCIATES, LLC (BHA)

By: _____
Bryant O. Hammett, Jr., P.E., P.L.S.
Owner/Manager

Date: _____

2023-0286
INTRODUCED BY: LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
ORDINANCE NO. 23-11-5

An ordinance to amend and/or supplement the Code of Ordinances, Chapter 3 Alcoholic Beverages, Article I. In General, Section 3-1(c) - Location restrictions; Section 3-4(c) - Consumption in public buildings prohibited; Section 3-6 - Consumption of alcoholic beverages in parking lots prohibited.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 3 Alcoholic Beverages, Article I. In General, Section 3-1-Location restrictions, with new text underlined and deleted text in strikethrough as follows:

Sec. 3-1. Location restrictions.

(c) ~~The provisions of this section do not apply to any premises which are maintained as a bona fide hotel, railway cars, or fraternal organization, nor to any licensed drugstores which are licensed under state law to sell alcoholic beverages. The provisions of this section shall not apply to any premises which has been licensed to deal in alcoholic beverages prior to the adoption of this section.~~

(c) The Location Restrictions set forth and contained in this Section 3-1 shall not apply to the following premises/locations which said premises/locations are

specifically excluded therefrom, to-wit:

(i) any premises/locations maintained as a bona fide hotel;

(ii) railway cars;

(iii) premises/locations owned, leased and/or operated by fraternal organizations;

(iv) licensed drugstores which are licensed under state law to sell and or deal in alcoholic beverages;

(v) the Edward J. Dufresne Community Center;

(vi) the LaFon Performing Arts Center; and

(vii) any premises/locations which were licensed to sell and/or deal in alcoholic beverages on or prior to December 19, 1983.

Sec. 3-4. Consumption in public buildings prohibited.

(c) ~~Any person violating the provisions of this section shall be punished by a fine of not more than two hundred fifty dollars (\$250.00) or imprisonment in the parish jail for not more than thirty (30) days, or both, at the discretion of the court.~~

(c) The consumption restrictions set forth and contained in Section 3-2 and this Section 3-4 shall not apply to either the Edward J. Dufresne Community Center or the LaFon Performing Arts Center and the legal lots of record on which said facilities are situated.

(d) ~~Any person violating the provisions of this section shall be punished by a fine of not more than TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS or imprisonment in the Parish Jail for not more than thirty (30) days, or both, at the discretion of the Court.~~

Sec. 3-6. Consumption of alcohol beverages in parking lots prohibited.

(f) ~~Exclusions: The prohibitions contained in this section shall not apply to country clubs;~~

(f) Exclusions: The prohibitions contained in this Article shall not apply to:

(i) Country Clubs;

(ii) the Edward J. Dufresne Community Center;

(iii) the LaFon Performing Arts Center.

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 on the 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]

2023-0287
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-11-6

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-3-7, which approved the Professional Services Agreement with Crescent Engineering & Mapping, LLC, for the King and Hahn Street Drainage Improvements (Project No. P220202), in the amount not to exceed \$149,707.00.

WHEREAS, Ordinance No. 22-3-7 adopted on March 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, to perform engineering services for the King and Hahn Street Drainage Improvements (Project No. P220202), in the amount not to exceed \$432,650.00; and,

WHEREAS, Due to a change in scope of adding more drainage area to the project, St. Charles Parish requested that Crescent Engineering & Mapping, LLC, update the Hydraulic and Hydrologic model to incorporate this change, as well as modify the topographic and drainage surveys, plans, permit, servitude and Right of Way maps and supporting documents to reflect the changed project layout; and,

WHEREAS, St. Charles Parish and Crescent Engineering & Mapping, LLC, have mutually agreed upon a not to exceed fee of \$149,707.00 to complete the work, increasing the overall contract value to \$582,357.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, for the King and Hahn Street Drainage Improvements (Project No. P220202), in the total not to exceed amount of \$149,707.00, to increase the overall contract value to \$582,357.00, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment 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 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR KING AND HAHN STREET
DRAINAGE IMPROVEMENTS

THIS AMENDMENT NO. 1 is made and entered into on this _____ day of _____, 2023;

BY AND BETWEEN:

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

CRESCENT ENGINEERING & MAPPING, LLC, represented herein by Dennis M. Hymel, Jr., P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, On March 7, 2022 the St. Charles Parish Council approved Ordinance No. 22-3-7 to authorize an Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC for the design of the King and Hahn Street Drainage Improvements project (Parish Project No. P220202); and,

WHEREAS, Due to a change in scope of adding more drainage area to the project, St. Charles Parish requested that Crescent Engineering & Mapping, LLC update the Hydraulic and Hydrologic model to incorporate this change, as well as modify the topographic and drainage surveys, plans, permit, servitude and Right of Way maps and supporting documents to reflect the changed project layout; and,

WHEREAS, St. Charles Parish and Crescent Engineering & Mapping, LLC have mutually agreed upon a not-to-exceed fee of \$149,707.00 to complete the work, increasing the overall contract value to \$582,357.00.

ATTACHMENT "A" – AMENDMENT NO.1 – PROJECT SCOPE
Add the attached verbiage to the existing Attachment "A".

ATTACHMENT "B" – AMENDMENT NO.1 – PROJECT SCHEDULE
Delete the entire Attachment "B" and replace with the attached.

ATTACHMENT "C" – AMENDMENT NO.1 – PROJECT COMPENSATION
Delete the entire Attachment "C" and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

ST. CHARLES PARISH

By: Matthew Jewell
Matthew Jewell
Parish President

Date: 11/8/2023

CRESCENT ENGINEERING & MAPPING, LLC

By: _____
Dennis M. Hymel, Jr., P.E.
President/Engineering Manager

Date: _____

ATTACHMENT "A" – AMENDMENT NO.1
PROJECT SCOPE

KING AND HAHN STREET DRAINAGE IMPROVEMENTS
Project No. (P220202)

PART 1 - BASIC SERVICES – AMENDMENT NO.1

A. PRELIMINARY DESIGN PHASE

CONSULTANT shall revise the existing 1-D hydrologic model and runoff hydrographs for the existing conditions and execute the model for new project features. The proposed conditions model shall be modified for new project features, results presented to the OWNER and comments addressed. CONSULTANT shall prepare a Design Memorandum detailing the approach, methodology and results of all changes.

CONSULTANT shall modify the preliminary design plans as needed to accommodate the newly required project location, features, and appurtenances. CONSULTANT shall re-submit a revised 100% Preliminary Plans and cost estimate for review by the OWNER. CONSULTANT shall address all comments and provide finalized 100% Preliminary Plans for use in environmental permitting modifications.

PART 2 - ADDITIONAL SERVICES – AMENDMENT NO.1

A. TOPOGRAPHIC SURVEYS

CONSULTANT shall augment the existing topographic surveys conducted for the project to include the following areas:

Approximately 120' wide strip by 1400' along the rear lot line of the residential properties of King St. from Oak Street to Hahn Street; Approximate 90 feet wide by 500' long strip centered along Oak St. near the intersection of Butternut St. and Oak St.; Approximate 90' wide along Butternut St.; Approximate 40' wide extension of existing survey along Hahn St. from property line northward by approximately 4,200 feet long; collect drainage structures only for modeling purposes in the area of Aquarius St., Hickory St., Oak St., Pecan St. and Naple St.

Perform up to four (4) additional SUE QL-A Test holes on subsurface utilities in the area of the Julia and King St. intersection as well as at Hahn St. in the location of the new outfall structure crossing.

Topographic survey data will be processed and presented on updated survey deliverable sheets as prepared for the original scope of services.

B. PROPERTY SURVEYS & MAPPING

The CONSULTANT shall conduct property surveys of the following additional parcels for consideration in the location of project design features:

Parcel ID # 153300004306, RES Barataria, LLC

- Servitude 1: An approximate 100' wide servitude along the Northeast boundary/rear lot lines of King St., extending approximately 1,400 feet from near Oak St. to Hahn St.
- Parcel: An approximate 110' x 450' tract on the southeast corner of the parent tract to be acquired fee-title.
- Servitude 2: An approximate 20' wide x approximately 5,400' long servitude along Hahn St., parallel and adjacent to existing servitudes from the Southeast boundary of the subject property to the OWNER WWTP for use in construction and for future access.
- Investigate servitude at end of Julia St., plat additional width if needed to connect new system to new outfall ditch.

C. SUPPLEMENTAL PERMITTING SURVEYS

As needed during the acquisition of the revised environmental permits, the CONSULTANT shall conduct additional surveys as requested for or in the support of Needs and Alternatives Justification (NAJ) requests, Hydraulic Modification Impact Analysis (HMIA), water quality certificate requests, staking of project limits within wetlands or other requests made by agency analysts which require additional surveying services.

D. GEOTECHNICAL

- No changes

E. ENVIRONMENTAL

CONSULTANT shall prepare a Joint Permit Application (JPA) modification for submittal to the USACE and LADNR including revised permit drawings, revised application and supporting information. Included shall be an updated wetland delineation to expand the project footprint in accordance with the new project layout and features. CONSULTANT shall respond to all RFI requests, agency comments and permit analyst tracking in order to obtain regulatory permits for the revised project layout and features.

ATTACHMENT "B" – AMENDMENT NO.1
PROJECT SCHEDULE

KING AND HAHN STREET DRAINAGE IMPROVEMENTS
Project No. (P220202)

Project Schedule:

The CONSULTANT shall complete the following phases of the project within the number of calendar days shown after a Notice to Proceed for said Phase:

Project Phase	Calendar Days to Complete
Augmented Topographic Surveys	30
Additional Property Survey & Maps	30
Revised H&H Model & Preliminary Design	60
Final Design Phase	90

Time for Completion

- If, through no fault of the CONSULTANT, such periods of time or dates are changed, or the normal and continuous progress of the CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
- If OWNER authorizes changes in the scope, extent, character, or breadth of the Project or CONSULTANT's services, including accelerating or significantly altering the project schedule, then the time for completion of the CONSULTANT's services and the rates and amounts of compensation payable to the CONSULTANT shall be adjusted equitably.
- If CONSULTANT fails, through its own fault, to complete the project within the time set forth, as duly adjusted, then OWNER may be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting or arising out of such failure.
- Unforeseen global, market and economic conditions and/or related volatility otherwise may impact the timely delivery of services under this contract. Should conditions arise which may affect the CONSULTANT's services, the CONSULTANT shall notify the OWNER immediately in writing to discuss equitable schedule adjustments.
- CONSULTANT shall not be responsible for delays caused by third parties including but not limited to, local, state and federal agencies having jurisdiction over the work, nor shall the CONSULTANT be held responsible for delays to the Project due to permit issuance or access permissions.

ATTACHMENT "C" – AMENDMENT NO.1
PROJECT COMPENSATION

KING AND HAHN STREET DRAINAGE IMPROVEMENTS
Project No. (P220202)

Project Cost:

Adjusted Basic Engineering Services:	
Preliminary Design Phase (incl. revisions)	\$129,489.00
Final Design Phase	\$92,000.00
Bidding or Negotiating Phase	\$11,500.00
Construction Administration Phase	\$57,500.00

CONSULTANT shall invoice OWNER monthly on a basis of percentage completed of each Phase as shown above and on the Project schedule.

For additional services, and any other services required for this project, the OWNER shall pay the CONSULTANT on the basis of billable rates per the CONSULTANT's rate sheet Attachment C-1 – Amendment No.1, for services actually rendered, but shall not exceed the total fees for each additional service as listed below, unless noted as Lump Sum Payments for Lump Sum shall be made on a basis of percentage completed.

CONSULTANT's billable rates include total compensation for CONSULTANT's services including labor costs, overhead, profit and expenses. Payment for CONSULTANT's SUBCONSULTANT's shall be made at actual invoice amount plus 10 percent and limited to the not to exceed amounts. CONSULTANT's Lump Sum fee includes all labor costs, overhead, profit, equipment, expenses and any subconsultant fees.

Additional Services:	
Topographic Surveys	\$144,966.00 (Lump Sum)
Property Surveys & Mapping	\$46,539.00
Supplemental Permitting Surveys	\$28,365.00
Geotechnical	\$18,130.00
Environmental	\$53,868.00

The total additional compensation for services under this Amendment No.1 shall be increased by **\$149,707.00** and the total contract amount shall not exceed **\$582,357.00**, unless amended further. See table below for a summary of changes for each phase within this project, that reflects the updated numbers above.

Task	Original Contract Amount	Amendment No.1 Value	Revised Contract Amount
Preliminary Design Phase	\$69,000.00	\$60,489.00	\$129,489.00
Final Design Phase	\$92,000.00	\$0.00	\$92,000.00
Bidding or Negotiating Phase	\$11,500.00	\$0.00	\$11,500.00
Construction Administration Phase	\$57,500.00	\$0.00	\$57,500.00
Topographic Surveys (Lump Sum)	\$109,000.00	\$35,966.00	\$144,966.00
Property Surveys & Mapping	\$25,900.00	\$20,639.00	\$46,539.00
Supplemental Permitting Surveys	\$18,435.00	\$9,930.00	\$28,365.00
Geotechnical	\$18,130.00	\$0.00	\$18,130.00
Environmental	\$31,185.00	\$22,683.00	\$53,868.00
Totals	\$432,650.00	\$149,707.00	\$582,357.00

Attachment C-1
Amendment No.1



LABOR AND EQUIPMENT FEE SCHEDULE
Effective: 7/1/2023 Expires: 12/31/2023

PROFESSIONAL STAFF:

Principal	\$184.00	Per Hour
Supervising Engineer	\$175.00	Per Hour
Professional Engineer III	\$165.00	Per Hour
Professional Engineer II	\$148.00	Per Hour
Professional Land Surveyor	\$152.00	Per Hour
Sr. Project Manager	\$130.00	Per Hour
Professional Engineer I	\$125.00	Per Hour
Pre-Professional	\$98.00	Per Hour
Sr. Technician/Designer	\$115.00	Per Hour
CADD Technician	\$88.00	Per Hour
CADD Drafter	\$71.00	Per Hour
Clerical/Administrative	\$68.00	Per Hour

FIELD STAFF:

Party Chief	\$77.00	Per Hour
Instrument Man	\$59.00	Per Hour
Rodman	\$39.00	Per Hour
Construction Project Rep.	\$86.00	Per Hour
Certified Bridge Inspector	\$160.00	Per Hour
Bridge Inspector Assistant	\$108.00	Per Hour

EQUIPMENT*:

Electronic Metal Detectors	\$48.00	Per Day
Conventional Total Station	\$175.00	Per Day
GPS (RTK) Total Station	\$395.00	Per Day
Robotic Total Station	\$380.00	Per Day
Digital Level	\$165.00	Per Day
16' Skiff with Surface drive	\$375.00	Per Day
18' Skiff with Surface drive	\$450.00	Per Day
Survey/Inspection Vehicle	\$16.50	Per Hour
All-Terrain Utility Vehicle	\$225.00	Per Day
Deep Rod Installation System	\$165.00	Per Day
Temporary Traffic Control	TTBD	Per Site Requirements
Utility Trailer (12-18')	\$75.00	Per Day

MATERIALS/MISC.:

Stakes (1"x2"x4')	\$1.25	Each
Flagging	\$2.00	Per Roll
Field/Marking Paint	\$9.50	Per 15 oz. Can
Cane Poles (6'-12')	\$5.00	Each
Iron Rods (w/ Concrete & Cap)	\$185.00	Each
½" Iron Rods x 24"	\$16.00	Each
¾" GIP x 18" long	\$26.00	Each



MATERIALS/MISC. (CONTINUED):

9/16" Stainless Deep Rods	\$36.00	Per Foot
B&W Prints (LTR/LGL)	\$0.10	Each
Color Prints (LTR/LGL)	\$0.75	Each
B&W Prints (11x17)	\$0.25	Each
Color Prints (11x17)	\$1.00	Each

Notes: * Equipment rates include maintenance and insurances and are based upon equipment being operated by Crescent personnel in support of professional services rendered. Raw equipment leases/rentals are not available. All personnel, equipment and materials listed herein may not be available at all times.

Terms and Conditions

- When using this fee schedule, overtime for non-exempt personnel shall be charged after 40 hours per week, Monday through Sunday, at the normal rate plus 50%.
- This fee schedule shall be considered privileged and confidential and shall not be transmitted, in whole or in part, to any organization or person outside of the direct employment of Crescent Engineering & Mapping, LLC's (Crescent's) Client without the prior written consent of Crescent.
- Third-party services, subconsultants and expenses provided by Crescent on behalf of the Client while engaged under this contract shall be invoiced at cost plus fifteen (15%) percent.
- Professional services provided in the immediate aftermath of a natural or man-made disaster shall

- be subject to special hazard rates for personnel and equipment. Special subsistence, travel and/or lodging rates may also apply.
5. The Global Positioning System (GPS) is the property of and is operated by the U.S. Department of Defense. As is such, Crescent Engineering & Mapping, LLC shall not be held responsible for any defects or omission of positioning directly related to the GPS.
6. The standard of care for all professional services performed or provided by Crescent Engineering & Mapping, LLC under this fee schedule will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and locality. Crescent Engineering & Mapping, LLC represents that, to the best of its knowledge, ability and professional judgement that all work will be performed in a safe and workmanlike manner and that Crescent Engineering & Mapping has sufficient equipment in good condition and personnel capable of safely operating such equipment while performing professional services for the Client.
7. Unforeseen global, market and economic conditions and/or volatility may require revisions to this fee schedule. Should these conditions arise prior to the expiration date fixed above, Crescent Engineering & Mapping, LLC will provide the Client written notification of such conditions with justification for any items affected by said conditions.

2023-0288
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 23-11-7
An ordinance approving and authorizing the execution of an Act of Dedication for Heather Oaks, Phase 2, Luling.

WHEREAS, Heather Oaks, L.L.C. is the owner and developer of property located in Section 45, T13S – R21E and Section 39, T14S – R21E, Luling as indicated on a Final Plat prepared by Louis J. Gassen, Jr, PLS dated January 20, 2023 entitled FINAL PLAT HEATHER OAKS PHASE 2; and,

WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,

WHEREAS, all required approvals for the subdivision are complete and all required fees are paid.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Act of Dedication by Heather Oaks, L.L.C. for Heather Oaks, Phase 2 is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute the Final Plat and Act of Dedication 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 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]

ACT OF DEDICATION	UNITED STATES OF AMERICA
BY: HEATHER OAKS, L.L.C.	STATE OF LOUISIANA
TO: ST. CHARLES PARISH	PARISH OF ST. CHARLES

BE IT KNOWN, that on this 21st day of September, in the year of Our Lord Two Thousand and Twenty-Three,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the two competent witnessed hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

HEATHER OAKS, L.L.C., a limited liability company organized and existing under and by the laws of the State of Louisiana with its domicile in the Parish of Lafayette, within said State, herein appearing by and through, its Manager, Timothy J. Bradley, duly authorized by Certificate of Authority attached hereto (Hereinafter sometimes referred to as "Developer");

MAILING ADDRESS: 104 S. Jefferson Street
Broussard, Louisiana 70518

Who after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated in Section 45, T13S-R21E and Section 39, T14S-R21E, in St. Charles Parish, Louisiana, which lands are designated as Heather Oaks, Phase 2, as shown on a survey of said subdivision prepared by Gassen Surveying, LLC, dated January 20, 2023, signed by Louis J. Gassen, Jr., Registered Land Surveyor, (hereinafter referred to as the "Final Plat"), a copy of which is attached to and made part of this Act; and

Developer further declared unto me that it has caused the above property designated as Heather Oaks Phase 2 on the Final Plat referred to above to be laid out in lots on the plan of survey and/or re-subdivision referred to above, a copy of which is attached and made part hereof; and Developer further declared unto me, Notary, that on the Final Plat, it has laid out certain streets within the Heather Oaks Phase 2 which are named and identified in accordance with the annexed Final Plat as Lake Scott Drive, Olivia Drive, and Gus Street, and within which said streets, the water, sewer, drainage and street light infrastructure lies and all of which improvements are herein dedicated to St. Charles Parish. Also, by this Act, Developer does hereby create the streets and servitudes identified below as being a part of Heather Oaks Phase 2, the description of which streets and servitudes are as follows:

DESCRIPTION
HEATHER OAKS
PHASE 2
STREET RIGHT OF WAY

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, located in Section 45, Township 13 South, Range 21 East and Section 39, Township 14 South, Range 21 East, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

Commence from Heather Oaks Phase 1 Point of Beginning, proceed S73°13'07"E a distance of 285.40 feet to the beginning of Heather Oaks Phase 2, thence continue S73°13'07"E a distance of 112.56 feet to the POB3 (Streets), being the northwesterly corner of Olivia Drive and the southerly right of way of East Heather Drive, proceed S73°13'07"E along said southerly right of way of East Heather Drive a distance of 50.02 feet, thence S14°58'43"W along the easterly right of way of Olivia Drive a distance of 3452.23 feet, thence N75°01'17"W a distance of 50.00 feet, thence N14°58'43"E along the westerly right of way of Olivia Drive a distance of 1280.00 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 39.27 feet (a chord of 35.36 feet and a chord bearing of N30°01'17"W) to the southerly right of way of Lake Scott Drive, thence N75°01'17"W along said right of way a distance of 87.50 feet, thence N14°58'43"E a distance of 50.00 feet to the northerly right of way of Lake Scott Drive, thence S75°01'17"E along said right of way a distance of 87.50 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 39.27 feet (a chord of 35.36 feet and a chord bearing of N59°58'43"E) to the westerly right of way of Olivia Drive, thence N14°58'43"E along said right of way a distance of 1075.00 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 39.27 feet (a chord of 35.36 feet and a chord bearing of N30°01'17"W) to the southerly right of way of Gus Street, thence N75°01'17"W along said right of way a distance of 87.50 feet, thence N14°58'43"E a distance of 50.00 feet to the northerly right of way of Gus Street, thence S75°01'17"E along said right of way a distance of 87.50 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 39.27 feet (a chord of 35.36 feet and a chord bearing of N59°58'43"E) to the westerly right of way of Olivia Drive, thence N14°58'43"E along said right of way a distance of 898.80 feet to the POB3 (Streets).

As more fully shown on a plan by Gassen Surveying, LLC, Louis J Gassen Jr, PLS dated January 20, 2023.

and,

HEATHER OAKS
PHASE 2
DRAINAGE SERVITUDES
(IN FAVOR OF ST. CHARLES PARISH)

Certain portions of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, located in Section 45, Township 13 South, Range 21 East and Section 39, Township 14 South, Range 21 East within Heather Oaks Phase 2, being 15 foot Drainage Servitudes.

Descriptions:

1. A 15 foot drainage servitude in Heather Oaks Phase 2, is hereby dedicated to St. Charles Parish and described as follows: Along the common boundary of Lots 89 and 90 Heather Oaks Phase 2, being a 5 foot servitude within Lot 89 along the total length of the boundary with Lot 90 and a 10 foot servitude within Lot 90 along the total length of the boundary with Lot 89, Heather Oaks Phase 2, as more fully shown on a plan by Gassen Surveying, LLC, Louis J Gassen Jr, PLS dated January 20, 2023.
2. A 15 foot drainage servitude in Heather Oaks Phase 2, is hereby dedicated to St. Charles Parish and described as follows: Along the common boundary of Lots 99 and 100 Heather Oaks Phase 2, being a 5 foot servitude within Lot 99 along the total length of the boundary with Lot 100 and a 10 foot servitude within Lot 100 along the total length of the boundary with Lot 99, Heather Oaks Phase 2, as more fully shown on a plan by Gassen Surveying, LLC, Louis J Gassen Jr, PLS dated January 20, 2023.
3. A 15 foot drainage servitude in Heather Oaks Phase 2, is hereby dedicated to St. Charles Parish and described as follows: Along the common boundary of Lots 115 and 116 Heather Oaks Phase 2, being a 5 foot servitude within Lot 115 along the total length of the boundary with Lot 116 and a 10 foot servitude within Lot 116 along the total length of the boundary with Lot 115, Heather Oaks Phase 2, as more fully shown on a plan by Gassen Surveying, LLC, Louis J Gassen Jr, PLS dated January 20, 2023.

Developer further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish portions of the following streets to the extent that they are located within Heather Oaks, Phase 2, namely: Lake Scott Drive, Olivia Drive, and Gus Street as hereinabove described and within which streets the water, sewer, drainage and street light infrastructure lies and all of which improvements as hereinabove described and, all as shown on the annexed Final Plat by Gassen Surveying, dated January 20, 2023, signed by Louis J. Gassen, Jr., Registered Land Surveyor, and does hereby grant the various servitudes for water, sewer, utility and drainage purposes, all as shown on the annexed Final Plat, to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general and Developer further declared unto me, Notary, that the aforesaid dedication and grant are subject to all of the following terms and conditions, to wit:

1. The dedication of the fee ownership of the property covered by the streets identified as those portions of Lake Scott Drive, Gus Street, and Olivia Drive only as far as said streets are located in Phase 2 of Heather Oaks and as shown on the Final Plat by Gassen Surveying, LLC, dated January 20, 2023.
2. Developer does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the streets identified hereinabove and by the aforesaid water, sewer, utility and drainage servitudes granted herein. In that connection, Developer does, however, agree to prohibit the use of any part of the surface of any of the property covered by the streets and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the Developer's plan and intention to impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals.
3. The herein grant of the various servitudes for water, sewer, utility and drainage purposes shall constitute the granting only of a "personal servitude of right of use" being a "limited personal servitude" in favor of St. Charles Parish.
4. The herein dedication of streets and grant of servitudes for water, sewer utility and drainage purposes are made by Developer without any warranty whatsoever except as provided for herein.
5. Developer warrants that the various servitudes for water, sewer utility and drainage purposes and streets have been placed within the servitudes granted herein.
6. St. Charles Parish binds and obligates itself not to use the property dedicated herein for street purposes in any manner which is inconsistent with or detrimental to such use as a public street. St. Charles Parish further binds and obligates itself to use the water, sewer, utility and drainage servitudes granted herein only for water, utility and drainage purposes.
7. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various water, sewer, utility and drainage facilities within the various water, utility and drainage servitudes areas.
8. The grant herein of various servitudes for water, sewer, utility and drainage purposes is not exclusive and Developer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The herein granted water, sewer, utility and drainage servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in the Heather Oaks Phase 2.
9. The dedication and grant made herein are made subject to any existing servitudes affecting Heather Oaks Phase 2, such as by way of illustration by not limitation pipeline servitudes and levees.
10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Developer warrants that the herein dedication of streets and grant of servitudes are free of any liens and/or encumbrances and that no lots have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Matthew Jewell, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on _____, a certified copy of which is annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the streets dedicated herein has been satisfactorily completed in accordance with all requirements and that all water, sewer, utility and drainage facilities in Heather Oaks Phase 2 have been likewise satisfactorily completed in accordance with all requirements and St. Charles Parish does hereby accept all of said streets, and water, utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in my office on the 21st day of September, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading the whole.

WITNESSES:

Brandi Sosa
Print Name: Brandi Sosa

Timothy J. Bradley
By: Timothy J. Bradley, Manager

Clifton D. Guidry
Print Name: Clifton D. Guidry

Allyse Lee Kibodeaux
Notary Public
State of Louisiana
Lafayette Parish
Notary ID # 68864
My Commission is for: Life

THUS DONE AND PASSED, in triplicate originals, in my office on the ____ day of _____, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

ST. CHARLES PARISH

Print Name: _____
By: Matthew Jewell,
Parish President

Print Name: _____

Notary Public

CERTIFICATE

BY: HEATHER OAKS, L.L.C.

TO: WHOM IT MAY CONCERN

BE IT KNOWN, that on the day and date set forth herein below, Timothy J. Bradley and Clifton D. Guidry, Managers of HEATHER OAKS, L.L.C. (the "Limited Liability Company"), a Louisiana Limited Liability Companies authorized to do and doing business in the State of Louisiana with its principal place of business and domicile in Lafayette Parish, Louisiana, do hereby certify as follows:

(1) That Camellia Building, LLC and Guidry Land Development, LLC are the sole members of the Limited Liability Company and Timothy J. Bradley and Clifton D. Guidry, respectively, are the managers of said Camellia Building, LLC and Guidry Land Development, LLC, respectively;

(2) That on the 6th day of October, 2023, a meeting of all of the members of the Limited Liability Company was duly called and properly held in accordance with law, and that at said meeting the following Resolution was duly and legally adopted, and is still in full force and effect, to-wit:

Resolved, That either Timothy J. Bradley or Clifton D. Guidry, who are the sole Managers of the Limited Liability Company are each individually duly authorized by the Limited Liability Company, and all of its Members, to do all things and to sign all documents necessary on behalf of the Limited Liability Company, including but not limited to Sales, Deeds, Donations, Settlement Statements, Affidavits, Acknowledgements, Acts of Dedication, Dedication of Covenants and Restrictions, as the said representative may in his sole discretion consider appropriate, and any other documents that may be necessary for the conduct of the business of the Limited Liability Company, all on such terms and conditions as either of said Managers deems proper in his sole discretion.

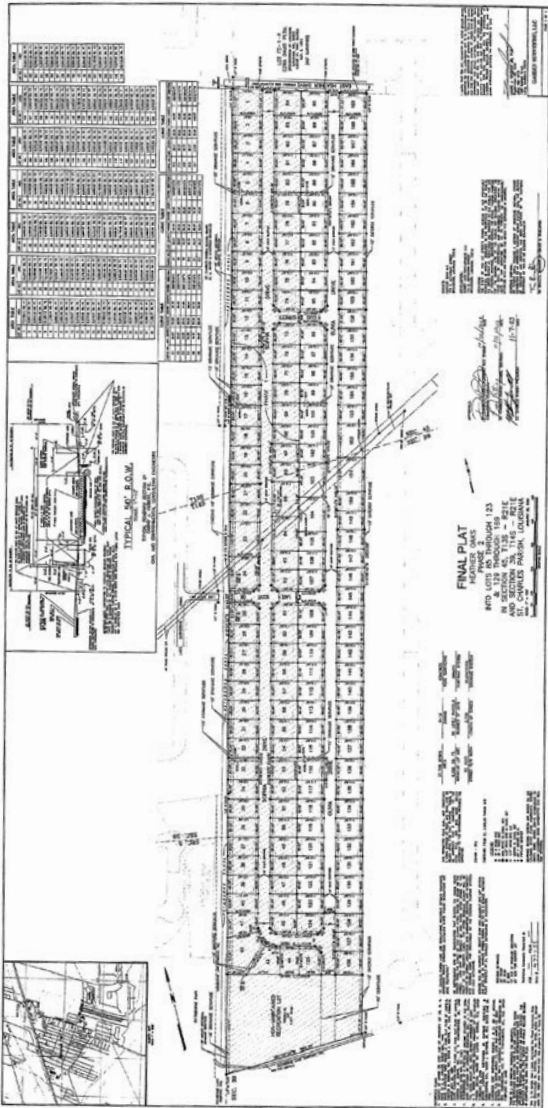
Resolved further that any actions taken, or documents signed by either of said Managers on behalf HEATHER OAKS, L.L.C. are hereby ratified and confirmed.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of October, 2023.

HEATHER OAKS, L.L.C.

Timothy J. Bradley
By: TIMOTHY J. BRADLEY, Manager
and on behalf of
CAMELLIA BUILDING, LLC, Member

Clifton D. Guidry
CLIFTON D. GUIDRY, Manager
and on behalf of
GUIDRY LAND DEVELOPMENT, LLC, Member



2023-0291
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(BOND COUNSEL)

RESOLUTION NO. 6724

A resolution providing for canvassing the returns and declaring the results of the special election held in the Parish of St. Charles, State of Louisiana, on Saturday, October 14, 2023, to authorize the renewal of a special tax (ARC) therein.

BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

SECTION 1. Canvass. This Governing Authority does now proceed in open and public session to examine the official tabulations of votes cast at the special election held in the Parish of St. Charles, State of Louisiana, on SATURDAY, OCTOBER 14, 2023 (the "Election"), to authorize the renewal of a special tax therein pursuant to the following proposition (the "Proposition"):

MILLAGE RENEWAL (ARC) PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a special tax of .66 mills on all the property subject to taxation in the Parish (an estimated \$1,208,700 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2025 and ending with the year 2034, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish?

This Governing Authority does further proceed to examine and canvass the returns of the Election thereof.

SECTION 2. Election Results. According to the official certified tabulation of votes cast at said Election, there was a total of 8,960 votes cast **IN FAVOR OF** the Proposition and a total of 4,440 votes cast **AGAINST** the Proposition, resulting in a majority of 4,520 votes cast **IN FAVOR OF** the Proposition. The Proposition was therefore duly **CARRIED** by a majority of the votes cast by the qualified electors voting at the Election.

SECTION 3. Promulgation of Election Result. The results of said election shall be promulgated by publication in the manner provided by law, after receipt from the Secretary of State's office of the actual costs of the election, as required by §18:1292 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 4. Declaration. The foregoing results of the Election are hereby declared by this Governing Authority and shall be published as required by law.

SECTION 5. Procès Verbal. A *Procès Verbal* of the canvass of the returns of the Election shall be made and a certified copy thereof shall be forwarded to the Secretary of State, Baton Rouge, Louisiana, who shall record the same in his office; another certified copy thereof shall be forwarded to the Clerk of Court and *Ex-Officio* Recorder of Mortgages in and for the Parish of St. Charles, who shall record the same in the Mortgage Records of said Parish; and another copy thereof shall be retained in the archives of this Governing Authority.

This 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 November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Billings

SECRETARY: Michelle Dupastato

DLVD/PARISH PRESIDENT: November 7, 2023

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: November 8, 2023

AT: 8:42am RECD BY: _____

PROCÈS VERBAL OF THE CANVASS OF THE VOTES CAST AT THE SPECIAL ELECTION HELD IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ON SATURDAY, OCTOBER 14, 2023.

BE IT KNOWN AND REMEMBERED that on Monday, November 6, 2023, at 6:00 p.m., at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), and being the authority ordering the special election held therein on Saturday, October 14, 2023, with a quorum of the Governing Authority present and did, in open and public session, examine the official certified tabulations of votes cast at the said election, and did examine and canvass the returns of the said election, there having been submitted at said election the following proposition, to-wit:

MILLAGE RENEWAL (ARC) PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a special tax of .66 mills on all the property subject to taxation in the Parish (an estimated \$1,208,700 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2025 and ending with the year 2034, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish?

There was found by said count and canvass that there was a total of 8,960 votes cast **IN FAVOR OF** the Proposition and a total of 4,440 votes cast **AGAINST** the Proposition, as hereinabove set forth, and it was further found and determined that there was a majority of 4,520 votes cast **IN FAVOR OF** the Proposition as hereinabove set forth.

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that the Proposition as hereinabove set forth was duly **CARRIED** by a majority of the votes cast by the qualified electors voting at the said special election held in the Parish on Saturday, October 14, 2023.

Results by precinct are available from the Secretary of this Governing Authority during regular business hours or via the Louisiana Secretary of State's website (voterportal.sos.la.gov).

Exhibit "A" attached hereto and made a part of this *Procès Verbal* is a copy of the Notice of Special Election and proof of publication thereof.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 6th day of November, 2023.

ATTEST: Michelle Dupastato
Secretary

Billings
Chairman

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on June 5, 2023, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on SATURDAY, OCTOBER 14, 2023, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

MILLAGE RENEWAL (ARC) PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a special tax of .66 mills on all the property subject to taxation in the Parish (an estimated \$1,208,700 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2025 and ending with the year 2034, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish?

Said special election will be held at each and every polling place in the Parish, which polls will open at seven o'clock (7:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

The polling places for the precincts are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$7,500.

Notice is further given that a portion of the monies collected from the tax described in the Proposition shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on MONDAY, NOVEMBER 6, 2023, at SIX O'CLOCK (6:00) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

St Charles

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St. Charles Parish's News Source for over 120 years

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED YVETTE B. DUNN WHO, BEING DULY SWORN BY ME, DID DEPOSE AND SAY: THAT SHE IS LEGAL ADVERTISING MANAGER OF THE ST. CHARLES HERALD-GUIDE, BEING A NEWSPAPER OF GENERAL CIRCULATION IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, PUBLISHED WEEKLY IN BOUTTE, LOUISIANA.

Said notice was placed by St. Charles Parish Council , giving NOTICE OF SPECIAL ELECTION

MILLAGE RENEWAL (ARC) PROPOSITION
Shall the Parish of St. Charles; State of Louisiana (the "Parish"), continue to levy a special tax of .66 mills on all the property subject to taxation in the Parish (an estimated \$1,208,700 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2025 and ending with the year 2034, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish.

Notice was published in the August 3, 10, 17 & 24, 2023

Yvette B. Dunn

Yvette B. Dunn

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY PUBLIC,
ST CHARLES PARISH, BOUTTE, LOUISIANA
23rd DAY OF October, 2023

R. Dean Church, Jr.

R. Dean Church, Jr.

My commission expires at death 20150

PROCLAMATION
I, the undersigned Chairman of the St. Charles Parish Council, the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), do hereby declare, proclaim and announce that the proposition submitted at the special election held in the Parish on Saturday, October 14, 2023, was CARRIED by a majority of the votes cast at the said special election, all as described and set out in the above *Procès Verbal*.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 6th day of November, 2023.

But Billings

Chairman

2023-0292
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(BOND COUNSEL)
RESOLUTION NO. 6725
A resolution providing for canvassing the returns and declaring the results of the special election held in the Parish of St. Charles, State of Louisiana, on Saturday, October 14, 2023, to vote upon the adoption of amendments to the current St. Charles Parish Home Rule Charter.

BE IT RESOLVED by St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of Parish of St. Charles, State of Louisiana (the "Parish"), that:
SECTION 1. Canvass. This Governing Authority does now proceed in open and public session to examine the official tabulations of votes cast at the special election held in Parish of St. Charles, State of Louisiana, on SATURDAY, OCTOBER 14, 2023(the "Election"), to vote upon the adoption of amendments to the current St. Charles Parish Home Rule Charter pursuant to the following propositions (the "Propositions"):

CHARTER AMENDMENT PROPOSITION NO. 1 OF 2
Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read: The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council?

CHARTER AMENDMENT PROPOSITION NO. 2 OF 2
Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read: The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish?

This Governing Authority does further proceed to examine and canvass the returns of the Election thereof.

SECTION 2. Election Results. According to the official certified tabulation of votes cast at said Election, (i) there was a total of 7,304 votes cast **IN FAVOR OF** Proposition No. 1 and a total of 5,960 votes cast **AGAINST** Proposition No. 1, resulting in a majority of 1,344 votes cast **IN FAVOR OF** Proposition No. 1; and (ii) there was a total of 7,874 votes cast **IN FAVOR OF** Proposition No. 2 and a total of 5,444 votes cast **AGAINST** Proposition No. 2, resulting in a majority of 2,430 votes cast **IN FAVOR OF** Proposition No. 2. The Propositions were therefore duly CARRIED by a majority of the votes cast by the qualified electors voting at the Election.

SECTION 3. Promulgation of Election Result. The results of said election shall be promulgated by publication in the manner provided by law, after receipt from the Secretary of State's office of the actual costs of the election, as required by §18:1292 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 4. Declaration. The foregoing results of the Election are hereby declared by this Governing Authority and shall be published as required by law.

SECTION 5. Procès Verbal. A *Procès Verbal* of the canvass of the returns of the Election shall be made and a certified copy thereof shall be forwarded to the Secretary of State, Baton Rouge, Louisiana, who shall record the same in his office; another certified copy thereof shall be forwarded to the Clerk of Court and *Ex-Officio* Recorder of Mortgages in and for the Parish of St. Charles, who shall record the same in the Mortgage Records of said Parish; and another copy thereof shall be retained in the archives of this Governing Authority.

This resolution having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, BELLOCK, FISHER
NAYS: DUFRENE, FISHER-CORMIER
ABSENT: NONE

And the resolution was declared adopted on this, the 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

But Billings

SECRETARY:

Michelle Dupont

CLVD/ PARISH PRESIDENT:

Matthew Jewell

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

Matthew Jewell

RET/SECRETARY:

November 8, 2023

AT 8:42am RECD BY:

PROCÈS VERBAL OF THE CANVASS OF THE VOTES CAST AT THE SPECIAL ELECTION HELD IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ON SATURDAY, OCTOBER 14, 2023.

BE IT KNOWN AND REMEMBERED that on Monday, November 6, 2023, at 6:00 p.m., at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of Parish of St. Charles, State of Louisiana (the "Parish"), and being the authority ordering the special election held therein on Saturday, October 14, 2023, with a quorum of the Governing Authority present and did, in open and public session, examine the official certified tabulations of votes cast at said election, and did examine and canvass the returns of the said election, there having been submitted at said election the following propositions, to wit:

CHARTER AMENDMENT PROPOSITION NO. 1 OF 2
Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read:
The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council?

CHARTER AMENDMENT PROPOSITION NO. 2 OF 2
Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read:
The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish?

There was found by said count and canvass that (i) there was a total of 7,304 votes cast **IN FAVOR OF** Proposition No. 1 and a total of 5,960 votes cast **AGAINST** Proposition No. 1, as hereinabove set forth, and it was further found and determined that there was a majority of 1,344 votes cast **IN FAVOR OF** Proposition No. 1 as hereinabove set forth and (ii) there was a total of 7,874 votes cast **IN FAVOR OF** Proposition No. 2 and a total of 5,444 votes cast **AGAINST** Proposition No. 2, as hereinabove set forth, and it was further found and determined that there was a majority of 2,430 votes cast **IN FAVOR OF** Proposition No. 2 as hereinabove set forth.

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that the Propositions as hereinabove set forth were duly CARRIED by a majority of the votes cast by the qualified electors voting at the said special election held in the Parish on Saturday, October 14, 2023.

Results by precinct are available from the Secretary of this Governing Authority during regular business hours or via the Louisiana Secretary of State's website (voterportal.sos.la.gov).

Exhibit "A" attached hereto and made a part of this *Procès Verbal* is a copy of the Notice of Special Election and proof of publication thereof.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 6th day of November, 2023.

ATTEST:

Michelle Dupont

Secretary

But Billings

Chairman

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on June 19, 2023, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on SATURDAY, OCTOBER 14, 2023, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following propositions, to-wit:

CHARTER AMENDMENT PROPOSITION NO. 1 OF 2
Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read:
The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council?

CHARTER AMENDMENT PROPOSITION NO. 2 OF 2
Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read:
The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish?

Said special election will be held at each and every polling place in the Parish, which polls will open at seven o'clock (7:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

The polling places for the precincts are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$6,800.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on MONDAY, NOVEMBER 6, 2023, at SIX O'CLOCK (6:00) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

St Charles

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BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED YVETTE B. DUNN WHO, BEING DULY SWORN BY ME, DID DEPOSE AND SAY: THAT SHE IS LEGAL ADVERTISING MANAGER OF THE ST. CHARLES HERALD-GUIDE, BEING A NEWSPAPER OF GENERAL CIRCULATION IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, PUBLISHED WEEKLY IN BOUTTE, LOUISIANA.

Said notice was placed by St. Charles Parish Council , giving NOTICE OF SPECIAL ELECTION

CHARTER AMENDMENT PROPOSITION NO. 1 OF 2
Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read: The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council?
CHARTER AMENDMENT PROPOSITION NO. 2 OF 2
Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read: The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish?

Notice was published in the August 3, 10, 17 & 24, 2023

Yvette B. Dunn

Yvette B. Dunn

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY PUBLIC,
ST CHARLES PARISH, BOUTTE, LOUISIANA
23rd DAY OF October, 2023

R. Dean Church, Jr.

R. Dean Church, Jr.

My commission expires at death 20150

PROCLAMATION
I, the undersigned Chairman of the St. Charles Parish Council, the governing authority of Parish of St. Charles, State of Louisiana (the "Parish"), do hereby declare, proclaim and announce that the propositions submitted at the special election held in the Parish on Saturday, October 14, 2023, were CARRIED by a majority of the votes cast at the said special election, all as described and set out in the above *Procès Verbal*.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 6th day of November, 2023.

But Billings

Chairman

2023-0306
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(BOND COUNSEL)
RESOLUTION NO. 6726
A resolution authorizing the loan 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 Clean Water 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 Clean Water 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.

This 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 November, 2023, to become effective immediately upon adoption.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Suparato
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]

2023-0293

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

RESOLUTION NO. 6727

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III, Geometric Standards, C. Lots, 1. Size, as requested by Louis G. Authement for Mary Schaubhut, Pam Plaisance, Jessica Cortez, Barbara Folse, Michael Folse, Richard Folse, and Jessie Folse.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,
WHEREAS, the Subdivision Regulations require lots to conform with minimum width, depth, area, and setbacks as per the St. Charles Parish Zoning Ordinance; and,

WHEREAS, the applicant has requested a waiver from the minimum area requirement for Lots 156A, 156B, 156C, 156D, and 156E as shown on a survey by Stephen P. Flynn, PLS dated August 17, 2022; and,

WHEREAS, granting the waiver will allow Lots 156A, 156B, 156C, 156D, and 156E to measure below the minimum 5,000 square foot area in the R-1A(M) zoning district; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on October 12, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the minimum area requirement to allow Lots 156A, 156B, 156C, 156D, and 156E as shown on a survey by Stephen P. Flynn, PLS dated August 17, 2022, as requested by Louis G. Authement for Mary Schaubhut, Pam Plaisance, Jessica Cortez, Barbara Folse, Michael Folse, Richard Folse, and Jessie Folse.

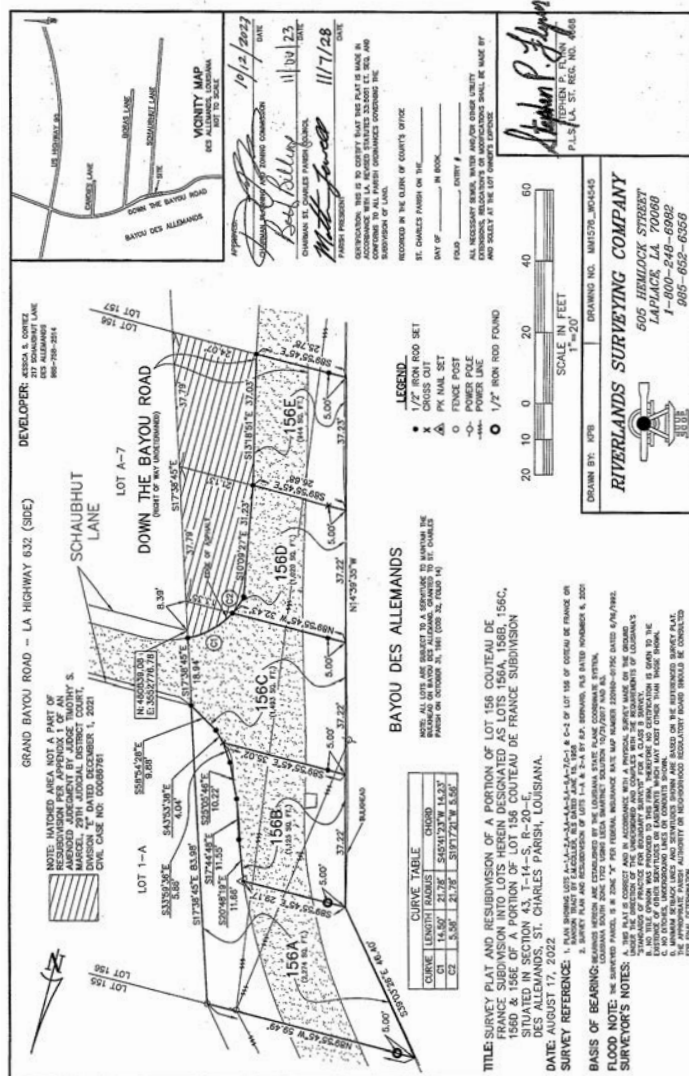
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

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

And the resolution was declared adopted this 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Suparato
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]



2023-0294

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PARKS AND RECREATION)

RESOLUTION NO. 6728

A resolution approving and authorizing 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 \$75,000.00 to be utilized for the LaBranche Wetland Watchers Park.

WHEREAS, Act 397 of 2023 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 397 of 2023 Regular Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$75,000.00 in State Aid to Local Government Entities for the LaBranche Wetland Watchers Park; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2023 through June 30, 2024; and,

WHEREAS, St. Charles Parish will utilize these funds for repairs and improvements to

the LaBranche Wetland Watchers Park; 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 repairs and improvements to the LaBranche Wetland Watchers Park.

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, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: BELLOCK

And the resolution was declared adopted this 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Suparato
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]

Contact Sheet

Act 397 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish

Authorized Person: Matthew Jewell

Contact Person, if different: Carla Chiasson

Telephone Number: 985-783-5165

Fax Number: 985-308-1950

Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208

Physical Address: 15045 River Road, Hahnville, LA 70057

Mailing Address: P.O. Box 302, Hahnville, LA 70057

Parish: St. Charles Parish

Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:

Sole Proprietorship
Partnership
Limited Liability Company
Municipality
Local Governmental Authority
Corporation
Non-profit Corporation
Non-Profit Religious Corporation

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, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were 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 397 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of SEVENTY-FIVE THOUSAND & NO/100 (\$75,000) 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: improve LaBranche Wetland Watchers Park by replacing panels on the canoe shed, replacing bollards that were damaged by the Hurricane Ida, and making repairs and improvements to the fishing jetty;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 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: improve LaBranche Wetland Watchers Park by replacing panels on the canoe shed, replacing bollards that were damaged by the Hurricane Ida, and making repairs and improvements to the fishing jetty.

2.2 Deliverables: Spend \$75,000 to hire a contractor to complete improvements to LaBranche Wetlands Watchers Park by June 30, 2024.

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 SEVENTY-FIVE THOUSAND, & NO/100 (\$75,000) 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 Acts of the 2023 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. 42:1101 et seq.

ARTICLE III
CONTRACT MONITOR

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

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

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

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

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

ARTICLE IV
PAYMENT TERMS

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

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

☐ **PLAN B:** One initial payment limited to no more than 50% 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 State Procurement 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 50% 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 State Procurement 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, 2023 and June 30, 2024, 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 State Procurement 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, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, 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 said Act of the 2023 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, 2024.

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 Louisiana Department of Revenue, Office of Debt Recovery 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 State Procurement, 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, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

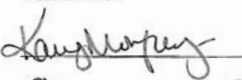
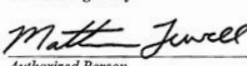
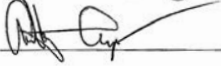
ARTICLE XIV
DISCRIMINATION CLAUSE

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

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

WITNESSES:	DEPARTMENT OF THE TREASURY STATE OF LOUISIANA
_____	_____ <i>Agency Head or designee</i>
_____	_____ <i>Print Name and Title</i>

THUS DONE AND SIGNED AT Mahnville, Louisiana on the 7th day of Nov, 2023.

WITNESSES:	Contracting Party
<u></u>	<u></u>
<u></u>	<u>Matthew Jewell, Parish President</u>
	<i>Print Name and Title</i>

2023-0295
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)
RESOLUTION NO. 6729
A resolution approving and authorizing 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 \$300,000.00 to be utilized for the repairs of the Des Allemands bulkhead.

WHEREAS, Act 397 of 2023 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 397 of 2023 Regular Legislative contains a line item appropriation within the State’s budget for the benefit of St. Charles Parish allocating \$300,000.00 in State Aid to Local Government Entities for repairs of the Des Allemands bulkhead; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2023 through June 30, 2024; and,

WHEREAS, St. Charles Parish will utilize these funds for the repairs of the Des Allemands bulkhead; 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 for the repairs of the Des Allemands bulkhead.

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 November, 2023,
to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Bittig
SECRETARY: Michelle Supastahr
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Mark Janelle
RETD/SECRETARY: November 8, 2023
AT: 8:42am RECD BY: _____

Contact Sheet
Act 397 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish
Authorized Person: Matthew Jewell
Contact Person, if different: Carla Chiasson
Telephone Number: 985-783-5165
Fax Number: 985-308-1950
Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208
Physical Address: 15045 River Road, Hahnville, LA 70057
Mailing Address: P.O. Box 302, Hahnville, LA 70057
Parish: St. Charles Parish
Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:
Sole Proprietorship
Partnership
Limited Liability Company
Municipality
Local Governmental Authority
Corporation
Non-profit Corporation
Non-Profit Religious Corporation

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, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were 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 397** contains a line item appropriation within the Agency's budget for the benefit of **St. Charles Parish** of which the sum of **THREE HUNDRED THOUSAND & NO/100 (\$300,000.00) 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: complete needed repairs to the Des Allemands bulkhead;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 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: hire a contractor to complete repairs to the Des Allemands Bulkhead

2.2 Deliverables: Obtain quotes and procure a contractor to complete the repairs to the Des Allemands Bulkhead

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 **THREE HUNDRED THOUSAND & NO/100 (\$300,000.00) 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 Acts of the 2023 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. 42:1101 et seq.

ARTICLE III
CONTRACT MONITOR

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

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

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

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

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

ARTICLE IV
PAYMENT TERMS

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

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

☐ **PLAN B:** One initial payment limited to no more than 50% 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 State Procurement 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 50% 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 State Procurement 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, 2023 and June 30, 2024, 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 State Procurement 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, 2024**, MUST, under all circumstances, be received by the Agency no later than **July 15, 2024**, 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 said Act of the 2023 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, 2024.

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 Louisiana Department of Revenue, Office of Debt Recovery 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 State Procurement, 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, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

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

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 16 day, of Nov, 20 23.

WITNESSES:

Contracting Party

Kay Morgan
Matthew Jewell
Authorized Person

Matthew Jewell, Parish President
Print Name and Title

2023-0296
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)

RESOLUTION NO. 6730

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 \$300,000.00 to be utilized for the Engineers Canal Bank Stabilization Phase I project in Norco.

WHEREAS, Act 397 of 2023 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 397 of 2023 Regular Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$300,000.00 in State Aid to Local Government Entities for the Engineers Canal Bank Stabilization Phase I project in Norco; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2023 through June 30, 2024; and,

WHEREAS, St. Charles Parish will utilize these funds for the Engineers Canal Bank Stabilization Phase I project in Norco; 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 of the Engineers Canal Bank Stabilization Phase I project in Norco.

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 November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Scott Bilal
SECRETARY: Michelle Duprat
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED : _____ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 8, 2023
AT: 8:42am RECD BY: [Signature]

Contact Sheet
Act 397 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish

Authorized Person: Matthew Jewell

Contact Person, if different: Carla Chiasson

Telephone Number: 985-783-5165

Fax Number: 985-308-1950

Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208

Physical Address: 15045 River Road, Hahnville, LA 70057

Mailing Address: P.O. Box 302, Hahnville, LA 70057

Parish: St. Charles Parish

Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:

Sole Proprietorship
Partnership
Limited Liability Company
Municipality
Local Governmental Authority
Corporation
Non-profit Corporation
Non-Profit Religious Corporation

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, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were 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 397 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of **THREE HUNDRED THOUSAND & NO/100 (\$300,000.00) 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: complete Phase I of the Engineers Canal Bank Stabilization project in Norco through the installation of a new sheet pile bulkhead;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 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 Phase I of the Engineers Canal Bank Stabilization in Norco

2.2 Deliverables: Obtain bids and procure a contractor to complete Phase I of the Engineers Canal Bank Stabilization in Norco

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 **THREE HUNDRED THOUSAND & NO/100 (\$300,000.00) 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 Acts of the 2023 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. 42:1101 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.

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PAYMENT TERMS

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

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

☐ **PLAN B:** One initial payment limited to no more than 50% 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 State Procurement 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 50% 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 State Procurement 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, 2023 and June 30, 2024, 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 State Procurement 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, 2024**, MUST, under all circumstances, be received by the Agency no later than **July 15, 2024**, 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 said Act of the 2023 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, 2024.

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 Louisiana Department of Revenue, Office of Debt Recovery 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 State Procurement, 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, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

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

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Natchitoches, Louisiana on the 7th day, of Nov, 2023.

WITNESSES:

Contracting Party

Sdi Cast

Matthew Jewell
Authorized Person

Samantha de Castro

Matthew Jewell, Parish President
Print Name and Title

2023-0297

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

RESOLUTION NO. 6731

A resolution approving and authorizing 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 \$400,000.00 to be utilized for the purchase of two 24-inch water pumps.

WHEREAS, Act 397 of 2023 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 397 of 2023 Regular Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$400,000.00 in State Aid to Local Government Entities for the purchase of two 24-inch water pumps; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2023 through June 30, 2024; and,

WHEREAS, St. Charles Parish will utilize these funds to purchase two 24-inch water pumps; 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 to purchase two 24-inch water pumps.

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 November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Nichelle Dupont
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jurell
RETD/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: _____

Contact Sheet
Act 397 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish
Authorized Person: Matthew Jewell
Contact Person, if different: Carla Chiasson
Telephone Number: 985-783-5165
Fax Number: 985-308-1950
Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208
Physical Address: 15045 River Road, Hahnville, LA 70057
Mailing Address: P.O. Box 302, Hahnville, LA 70057
Parish: St. Charles Parish
Legal Status of Entity *: Local Government Authority

- * The legal status of the entity may be any of the following:
- Sole Proprietorship
 - Partnership
 - Limited Liability Company
 - Municipality
 - Local Governmental Authority
 - Corporation
 - Non-profit Corporation
 - Non-Profit Religious Corporation

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, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were 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 397 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of **FOUR HUNDRED THOUSAND & NO/100 (\$400,000.00) 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: Purchase of two 24-inch water pumps;
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 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: Purchase of two 24-inch water pumps
- 2.2 Deliverables: Spend \$400,000 on the purchase of two 24-inch water pumps by June 30, 2024.

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 **FOUR HUNDRED THOUSAND, & NO/100 (\$400,000.00) 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 Acts of the 2023 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. 42:1101 et seq.

ARTICLE III
CONTRACT MONITOR

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

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

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

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

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

ARTICLE IV
PAYMENT TERMS

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

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

☐ **PLAN B:** One initial payment limited to no more than 50% 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 State Procurement 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 50% 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 State Procurement 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, 2023 and June 30, 2024, 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 State Procurement 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, 2024**, MUST, under all circumstances, be received by the Agency no later than **July 15, 2024**, 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 said Act of the 2023 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, 2024.

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 Louisiana Department of Revenue, Office of Debt Recovery 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.

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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.

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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 State Procurement, 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, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

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

WITNESSES: DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 7th day, of NOV, 20 23.

WITNESSES: Contracting Party

Sdelast Matthew Jewell
Authorized Person

Billy Raymond Matthew Jewell, Parish President
Print Name and Title

2023-0298
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PARKS AND RECREATION)

RESOLUTION NO. 6.7.32
A resolution approving and authorizing 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 \$525,000.00 to be utilized for the West Bank Spray Park.

WHEREAS, Act 397 of 2023 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 397 of 2023 Regular Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$525,000.00 in State Aid to Local Government Entities for the Department of Parks and Recreation; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2023 through June 30, 2024; and,

WHEREAS, St. Charles Parish will utilize these funds for the West Bank Spray Park, 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 the West Bank Spray Park.

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, CEULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Billy Raymond
SECRETARY: Matthew Jewell
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 8, 2023
AT: 8:42am RECD BY: [Signature]

Contact Sheet

Act 397 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish

Authorized Person: Matthew Jewell

Contact Person, if different: Carla Chiasson

Telephone Number: 985-783-5165

Fax Number: 985-308-1950

Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208

Physical Address: 15045 River Road, Hahnville, LA 70057

Mailing Address: P.O. Box 302, Hahnville, LA 70057

Parish: St. Charles Parish

Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:

Sole Proprietorship
Partnership
Limited Liability Company
Municipality
Local Governmental Authority
Corporation
Non-profit Corporation
Non-Profit Religious Corporation

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, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were 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 397 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of FIVE HUNDRED TWENTY-FIVE THOUSAND & NO/100 (\$525,000.00) 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: provide funding for the benefit of the St. Charles Department of Parks and Recreation to allow for the construction of the West Bank Spray Park;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 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: provide funding for the benefit of the St. Charles Department of Parks and Recreation to allow for the construction of the West Bank Spray Park

2.2 Deliverables: Spend \$525,000 to complete West Bank Spray Park by June 30, 2024.

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 FIVE HUNDRED TWENTY-FIVE THOUSAND, & NO/100 (\$525,000.00) 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 Acts of the 2023 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. 42:1101 et seq.

ARTICLE III
CONTRACT MONITOR

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

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

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

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

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

ARTICLE IV
PAYMENT TERMS

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

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

☐ **PLAN B:** One initial payment limited to no more than 50% 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 State Procurement 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 50% 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 State Procurement 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, 2023 and June 30, 2024, 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 State Procurement 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, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, 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 said Act of the 2023 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, 2024.

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 Louisiana Department of Revenue, Office of Debt Recovery 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 State Procurement, 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, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

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

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

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Nobisville, Louisiana on the 7th day, of Nov, 2023.

WITNESSES: **Contracting Party**

S. Carter Matthew Jewell
Authorized Person

Billy Raymond Matthew Jewell, Parish President
Print Name and Title

2023-0299
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)
RESOLUTION NO. 6733
A resolution approving and authorizing 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 \$500,000.00 to be utilized for the Des Allemands Boat Launch construction.

WHEREAS, Act 447 of 2023 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 447 of 2023 Regular Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$500,000.00 in Hotel/Motel Sales tax Dedication for the Des Allemands Boat Launch construction; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2023 through June 30, 2024; and,

WHEREAS, St. Charles Parish will utilize these funds for the Des Allemands Boat Launch construction; 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 of the Des Allemands Boat Launch construction.

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 November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Sgt. Billings
SECRETARY: Michelle Agnew
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 8, 2023
AT: 8:42am REC'D BY: [Signature]

Contact Sheet
Act 447 of the 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish

Authorized Person: Matthew Jewell

Contact Person, if different: Carla Chiasson

Telephone Number: 985-783-5165

Fax Number: 985-308-1950

Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208

Physical Address: 15045 River Road, Hahnville, LA 70057

Mailing Address: P.O. Box 302, Hahnville, LA 70057

Parish: St. Charles Parish

Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

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, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were 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 447 contains a line item appropriation within the Agency's budget for the benefit of **St. Charles Parish** of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000.00) 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: provide funding for the Des Allemands Boat Launch construction;
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 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: Expend funds on the Des Allemands Boat Launch construction.
- 2.2 Deliverables: Spend \$500,000 on the Des Allemands Boat Launch by June 30, 2024

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 **FIVE HUNDRED THOUSAND & NO/100 (\$500,000.00) 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 Acts of the 2023 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. 42:1101 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

- Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
- Contact the Contracting Party to secure any missing deliverables;
- 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.
- Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

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

ARTICLE IV

PAYMENT TERMS

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

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

☐ **PLAN B:** One initial payment limited to no more than 50% 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 State Procurement 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 50% 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 State Procurement 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, 2023 and June 30, 2024, 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 State Procurement 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, 2024**, MUST, under all circumstances, be received by the Agency no later than **July 15, 2024**, 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 said Act of the 2023 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, 2024.

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 Louisiana Department of Revenue, Office of Debt Recovery 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 State Procurement, 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, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

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

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 7th day, of NOV, 2023.

WITNESSES:

Contracting Party

Sdecast

Matthew Jewell

Authorized Person

Billy Raymond

Matthew Jewell, Parish President

Print Name and Title

2023-0300
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PARKS AND RECREATION)

RESOLUTION NO. 6734
A resolution approving and authorizing 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 \$500,000.00 to be utilized for the East Bank Bridge Park Revitalization and Repairs.

WHEREAS, Act 447 of 2023 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 447 of 2023 Regular Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$500,000.00 in the Hotel/Motel Sales Tax Dedication for the East Bank Bridge Park Revitalization and Repairs; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2023 through June 30, 2024; and,

WHEREAS, St. Charles Parish will utilize these funds for the East Bank Bridge Park Revitalization and Repairs; 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 for the East Bank Bridge Park Revitalization and Repairs.
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 November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Caputo
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: November 8, 2023
AT: 8:42am RECD BY: [Signature]

Contact Sheet
Act 447 of the 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish

Authorized Person: Matthew Jewell

Contact Person, if different: Carla Chiasson

Telephone Number: 985-783-5165

Fax Number: 985-308-1950

Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208

Physical Address: 15045 River Road, Hahnville, LA 70057

Mailing Address: P.O. Box 302, Hahnville, LA 70057

Parish: St. Charles Parish

Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:
Sole Proprietorship
Partnership
Limited Liability Company
Municipality
Local Governmental Authority
Corporation
Non-profit Corporation
Non-Profit Religious Corporation

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, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were 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 447 contains a line item appropriation within the Agency’s budget for the benefit of St. Charles Parish of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000.00) 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: revitalize and repair the East Bank Bridge Park through the installation of turf fields, LED lighting, fencing, dugouts, shade sails, pickleball courts, and renovating the tennis courts;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 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: revitalize and repair the East Bank Bridge Park through the installation of turf fields, LED lighting, fencing, dugouts, shade sails, pickleball courts, and renovating the tennis courts.

2.2 Deliverables: Procure a contractor to complete the East Bank Bridge Park revitalization and repairs by June 30, 2024.

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 **FIVE HUNDRED THOUSAND & NO/100 (\$500,000.00) 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 Acts of the 2023 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. 42:1101 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

- Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
- Contact the Contracting Party to secure any missing deliverables;
- 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.
- 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.

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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)*:

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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.

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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.

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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.

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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 State Procurement, 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, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

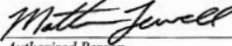
ARTICLE XIV
DISCRIMINATION CLAUSE

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

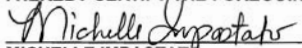
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:	DEPARTMENT OF THE TREASURY STATE OF LOUISIANA
_____	Agency Head or designee
_____	Print Name and Title

THUS DONE AND SIGNED AT Hellville, Louisiana on the 1th day, of Nov, 20 23.

WITNESSES:	Contracting Party
<u></u>	<u></u>
<u>Billy Raymond</u>	Authorized Person
	Matthew Jewell, Parish President
	Print Name and Title

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



MICHELLE IMPASTATO
COUNCIL SECRETARY

PUBLISH: November 16, 2023

Public Notice

ST. CHARLES PARISH SCHOOL BOARD
ON-LINE AUCTION OF
SCHOOL BUSES, VEHICLES,
AND CAFETERIA SURPLUS

St. Charles Parish Public Schools will begin auctioning surplus school buses, vehicles, and cafeteria surplus (kitchen equipment, as well as tables, desk, chairs) through the online auction service, publicsurplus.com, beginning Thursday, November 16, 2023 through Wednesday, November 29, 2023. Registration on the site is required to bid and registration is free.

Specific information solely for St. Charles Parish Public Schools can be found by typing <http://www.publicsurplus.com/sms/stcharlesisd.la/browse/cataucs?catid=804> in the internet browser.

Additional information about vehicles may also be obtained by calling the Transportation Service Department at (985) 785-7202. Additional information about cafeteria supplies and other equipment may be obtained by calling the Distribution Center at (985) 785-7212.

Ad to Run:	Thursday, November 16, 2023 Wednesday, November 29, 2023
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Received by: _____

Date: _____

PUBLISH: November 16, 2023

Public Notice

2023-0302
INTRODUCED BY: MATTHEW JEWELL PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)
ORDINANCE NO. _____
An ordinance approving and authorizing the exchange of property located at the Bayou Gauche Park with the Bayou Gauche Fire Department.
WHEREAS, St. Charles Parish desires to exchange property with the Bayou Gauche Fire Department located next to Forrest Drive and at the Bayou Gauche Park; and,
WHEREAS, St. Charles Parish is encroaching on the property of the Bayou Gauche Fire Department and this exchange will rectify the issue; and,
WHEREAS, the Bayou Gauche Fire Department is in need of the property between Forrest Drive and its property for use by the fire department; and,
WHEREAS, the properties being exchanged are described in the Act of Exchange, attached hereto as Exhibit A; and,
WHEREAS, upon Council approval of the Act of Exchange, St. Charles Parish will have the property administratively resubdivided, as allowed by law, and as shown on Exhibit B, attached hereto; and,
WHEREAS, the properties have been appraised for values of \$8,497.50 and \$6,118.13, respectively; and,
WHEREAS, the Bayou Gauche Fire Department has agreed to pay the difference of the appraised properties in the amount of \$2,349.37 to satisfy La. Const. Art. VI, Section 14; and,
WHEREAS, St. Charles Parish no longer uses the portion of property for a public purpose.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the St. Charles Parish Council hereby declares that the portion of property to be exchanged with the Bayou Gauche Fire Department which is located at the Bayou Gauche Park, is no longer needed for a public purpose.
SECTION II. That the St. Charles Parish Council hereby approves the exchange of property at the Bayou Gauche Park in the amount not less than the appraised value.
SECTION III. That the Parish President is hereby authorized to execute the said Act of Exchange by and between St. Charles Parish and the Bayou Gauche Fire Department.
SECTION IV. That the Parish President is hereby authorized to execute any and all documents deemed necessary for this purpose.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted the _____ day of _____, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

ACT OF EXCHANGE UNITED STATES OF AMERICA
BETWEEN ST. CHARLES PARISH STATE OF LOUISIANA
AND PARISH OF ST. CHARLES
BAYOU GAUCHE FIRE DEPARTMENT

BEFORE ME, _____, a Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED: St. Charles Parish, represented herein by its Parish President, Matthew Jewell, duly authorized by Ordinance No. _____ and the Bayou Gauche Fire Department, represented herein by _____, who declared that they did, and do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows, to-wit:

For and in consideration of the transfer to him as hereinafter set forth, the said St. Charles Parish does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto the Bayou Gauche Fire Department, the following described properties, situated in the Parish of St. Charles, Louisiana, to-wit:

A certain tract of land situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 3, Township 15 South Range 20 East designated as a portions of original Lots A-2 and B-2 being a portion of lots 956 and 957 of the Sunset Drainage District and being more particularly described as follows:
Commencing from the intersection of the northerly right of way of Matherne Street and the westerly right of way of First Street proceed North along the westerly right of way of First Street a distance of 330.00 feet, thence N00°47' 00"E a distance of 97.50 feet to the POINT OF BEGINNING (POB D), thence West a distance of 310.12 feet, thence N01°13' 18"E a distance of 16.82 feet, thence S88°53'55"E a distance of 309.95 feet, thence S00°47'00" W a distance of 10.86 feet to the POINT OF BEGINNING, containing 4,290.91 square feet as shown on a sketch by Gassen Surveying , LLC , Louis J Gassen Jr, PLS, dated October 11, 2023.

And now, for and in consideration of the transfer to it as aforesaid, Bayou Gauche Fire Department, does by these presents grant, bargain, assign, transfer, set over and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors, unto St. Charles Parish, the following described property, to-wit:

A certain tract of land situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 3, Township 15 South Range 20 East designated as a portion of original Lot B-1A being a portion of lots 956 and 957 of the Sunset Drainage District and being more particularly described as follows:
Commencing from the intersection of the northerly right of way of Matherne Street and the westerly right of way of First Street proceed North along the westerly right of way of First Street a distance of 330.00 feet, thence West a distance of 310.86 feet to the POINT OF BEGINNING (POB C), thence continue West a distance of 24.14 feet, thence N00°47'00"E a distance of 97.50 feet, thence East a distance of 24.88 feet, thence S01°13' 18"W a distance of 97.51 feet to the POINT OF BEGINNING, containing 2,389.43 square feet as shown on a sketch by Gassen Surveying, LLC, Louis J Gassen Jr, PLS, dated October 11, 2023.

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are exchanged pursuant to the laws of the

State of Louisiana. "Attachment A," attached hereto and made a part thereof, describes the portions of property being exchanged.

TO HAVE AND TO HOLD the said respective properties, the one to the other, their heirs and assigns, free from any lien, mortgage or encumbrance whatever.

THUS DONE AND PASSED at _____, Louisiana this on the aforementioned date, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

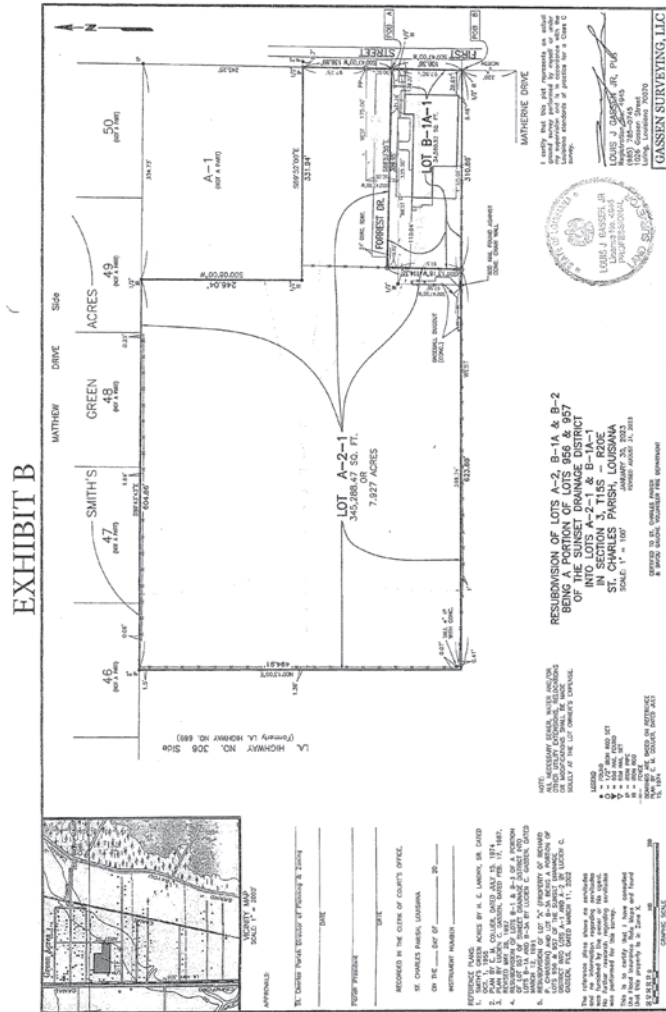
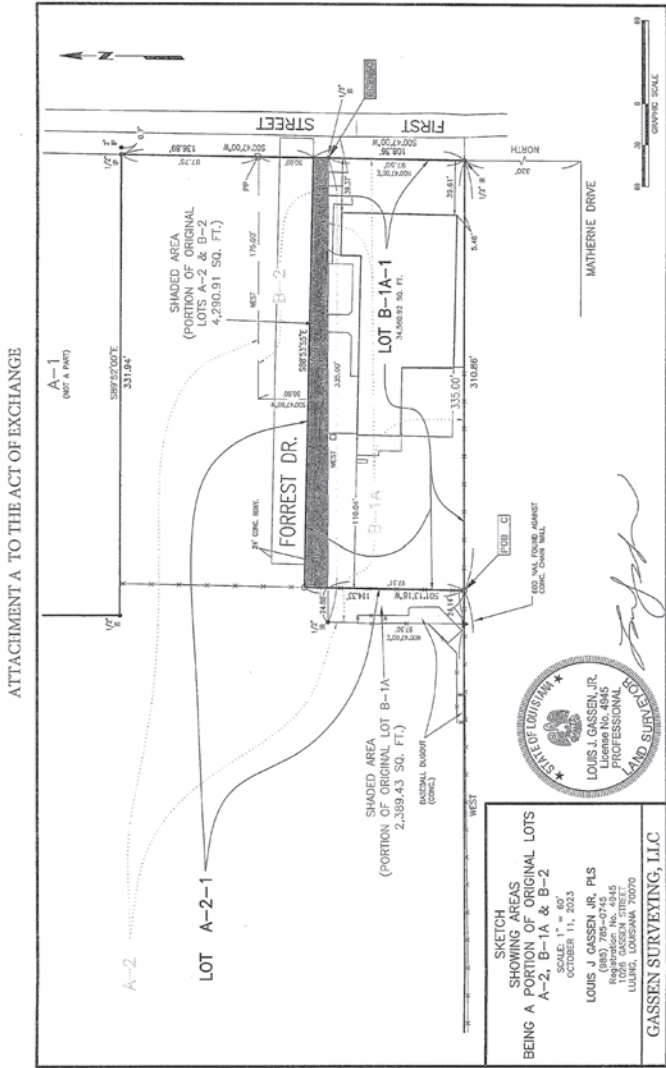
WITNESSES: ST. CHARLES PARISH

BY: MATTHEW JEWELL
PARISH PRESIDENT

BAYOU GAUCHE FIRE DEPARTMENT

BY: _____

NOTARY PUBLIC



PUBLISH: November 9, 16 & 23, 2023

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 nighty 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 CIP 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:

M.A.D. III, LLC
117 St. Rose Ave., St. Rose, LA 70087
Lot AA1
Block B
Subdivision: St. Rose Subd.
Nature of violation: Grass cutting & removal of debris

Edward Lagrue
380 Post St., Unit A, Killona, LA 70066
Lot A19
Block 19
Subdivision: Vicknair Prop.
Nature of violation: Grass cutting & removal of debris

Joseph Thorne
212 St. Charles St., New Sarpy, LA 70047
Lot 120-A
Block C
Subdivision: St. Charles Terrace S"
Nature of violation: Grass cutting & removal of debris

PUBLISH: November 16, 2023

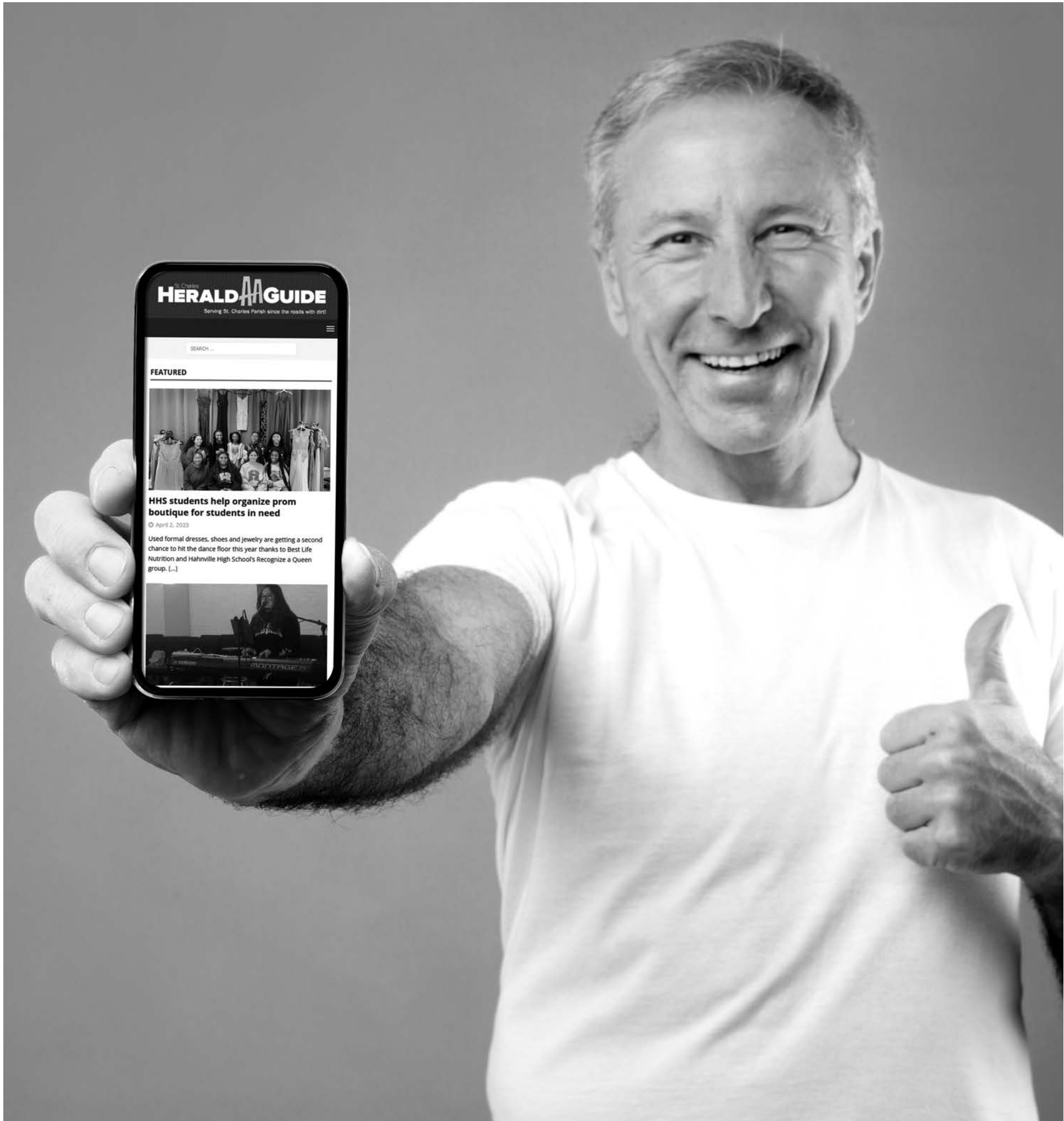
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Keeping the people of St. Charles Parish connected, since 1873