Legals

Legal notice deadline is Friday at 3 p.m. for the following issue. To place a legal notice, call 985-758-2795 or by email legals@heraldguide.com

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ST. CHARLES PARISH PUBLIC NOTICES

Matthew Jewell
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president@stcharlesgov.net

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985-240-0172
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Councilwoman, District VII
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Michael A. Mobley
Councilman, Division A
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mmobley@stcharlesgov.net

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

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JANUARY 22, 2024, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2024-0017 (1/9/24, Jewell, G. Dussom)
An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2024 through 2026 in accordance with the Parish Transportation Act.

PUBLISH: January 11, 18, 2024

Public Notice

NOTICE TO BIDDERS

SP# 8690

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

RFx No. 3000022386, Morgan Harbor Oyster Cultch – LDWF, 2/6/24

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

Tom Ketterer

Director of State Procurement

FAX (225) 342-8688

Publish: January 18, 2024

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON JANUARY 18, 2024 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:
2023 49 ZBA requested by **Ryan Espey** to waive the requirement for permanent, dust-free paving for a single-family residence at **3049 Highway 306, Des Allemands**. Zoning District R-1A. Council District 4

NEW CASES:
2023 50 ZBA requested by **Larry Johnson** to reduce the required setback for a generator at **809 E. Easy Street, New Sarpy.** Zoning District R-1A(M). Council District 6.
2023 51 ZBA requested by **Laura Taylor** to reduce the required construction elevation at **123 J.B. Green Road, Des Allemands**. Zoning District R-1A(M). Council District 4

ALTERNATE DATE: 1/25
PUBLISH 1/4, 1/11, 1/18

Public Notice

NOTICE OF OPPORTUNITY
FOR PUBLIC COMMENT ON STIPULATION AND ORDER MODIFYING THE CONSENT DECREE BETWEEN
THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND UNION CARBIDE CORPORATION

The Louisiana Department of Environmental Quality and Union Carbide Corporation, Agency Interest Number 2083, have entered into a stipulation and order modifying the consent decree concerning the State's allegations of environmental violations by Union Carbide Corporation, Hahnville, St. Charles Parish, Louisiana.

The Department of Environmental Quality will accept comments on the proposed consent decree 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 Affairs Division, Post Office Box 4302, Baton Rouge LA, 70821-4302, Attention: Oscar Magee, Attorney, Legal Division. All comments will be considered by the Department of Environmental Quality in reaching a decision on whether to make the consent decree final.

Terms and conditions of the stipulation and order modifying the consent decree 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 Consent Decree 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 consent decree.

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

Publish: January 18, 2024

Public Notice

Anyone knowing the whereabouts of the Heirs and Descendants of **LLOYD VINNETT and/or WAYNE VINNETT**, please contact Don Paul Landry, APLC, Attorneys at Law, at 1308 Paul Maillard Rd./P.O. Box 21, Luling, 70070 or by calling (985) 785-5494.

Publish: January 11 & 18, 2024

Public Notice

Anyone knowing the whereabouts of **Ida Mae Bergeron Nazio**'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: January 18 & 25, 2024

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON FEBRUARY 1, 2024 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

NEW CASES:
2024-1-HOP requested by **Emily Price Brennan** for a home occupation – "Magnolia Roots Notary LLC" – at **336 Evelyn Drive, Luling**. Council District 2.
2024-2-HOP requested by **Troy Matherne** for a home occupation – "Bayou2U" – at **330 Luke Drive, Des Allemands**. Council District 4.
2023-18-MIN requested by **Kathleen LeBlanc** for a resubdivision of one lot into two, **10577 River Road, Ama**. Zoning Districts B-1, C-2, R-1A(M), O-L, and W. Council District 2.
2023-17-R requested by **Troy Bailey** for a change of zoning from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, Village of Hahnville, **212 Hwy 3160 and 315-317 Smith Street, Hahnville**. Council District 1.
2024-1-R requested by **Denver Perilloux, Terry & Dana Perilloux, Robert Oubre, and Chris M. Trepagnier for OT Properties, LLC & Three 4 Three, LLC** for a change of zoning from O-L & R-1A(M) to R-1A on Lots P-1, 1B-1-A, 1A-1, and those properties designated as the Roussel Tract and Lot 3605A, approximately 42.5 acres between Dixieland and Country Cottage Subdivisions, **17956 & 17962 River Road, Montz**. Council District 6.
2024-2-R requested by **Alvin Gordon, III** for a change of zoning from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Oak Ridge Park Subdivision, **1014-1028 Paul Frederick Drive, Luling**. Council District 1.
2024-3-R requested by **Anna Nelson for DNA Real Estate, LLC** for a change of zoning from O-L to R-1M and M-1 on an approximately 8.5 acre portion of Lot 19, Pecan Grove Plantation, **12320 River Road, Destrehan**. Council District 2.

ALTERNATE DATE: 2/8
PUBLISH: 1/18, 1/25, 2/1

Public Notice

PUBLIC NOTICE

COMMUNITY SERVICE ANNOUNCEMENT

Residents of St. Charles Parish may be eligible for financial Assistance with their utility bills through the Low-Income Home Energy Assistance Program. LIHEAP services will be provide by St. Charlex Parish Department of Community Services. All applicants must demonstrate permanent residence in St. Charles Parish and meet the following income guidelines identified by the state.

How to Apply:
St. Charles Parish residents can call 985.764.7944 to schedule an appointment beginning January 29, 2024 between the hours of 8:30 A.M. to 4:00 P.M. St. Charles Parish Department of Community Services is located at 14564 River Road, New Sarpy, LA.

Information needed to Apply:

1. *Check Stubs from the previous 30 days for employed household members (Ex: Check Stub:-Bi-Weekly-2 Weekly-4)*
2. *Utility bill (No older than 30 days. ATMOS & ENTERGY)*
3. *Social Security cards for everyone living in the household*
4. *SNAP recipients must present household electronic notice from (DCFS Department of Children and Family Services,(within 30 days)*
5. *Self-employed applicants must provide recent Federal Income Tax Return and attached schedules.*
6. *Laid off or Terminated applicants must provide Laid-Off Slip or Terminated Notice.*
7. *ID Pictures/ Driver's License*

****Additional proof of address identification (ex: voter of registration card, rent/lease agreement, rent receipt, another bill with your name and same address as the utilities bill you submitted.***

***Inclusions** – Gross Wages and Salary, Self-Employment Net Receipt, Social Security, Social Security Supplement (SSI) Social Security Disability, Railroad Retirement, Unemployment Compensation, Strike benefits from union funds, Workman Compensation Benefits,, Veteran's Payments, Training Stipends, Alimony, Military Family Allotments, Private Pensions, Government Employee Pensions, Insurance or Annuity Payments,, Dividends and Interests, Net Rental Income, Net Royalties, Periodic receipts form Estates or Trusts, Net gaming winnings, Jury Duty Compensation, Family Independent Temporary Assistance Program,(FITAP) and Regular Contributions*

Louisiana 2024 Income Eligibility Guidelines
(10/01/2023 to 10/01/2024)
(Based on 60% Estimated Sate Median Income Levels)

# Household Members	Monthly Household Income Limit
1	$2,260
2	$2,956
3	$3,651
4	$4,347
5	$5,042
6	$5,738
7	$5,868
8	$5,998
9	$6,129
10	$6,259

***NOTE:** It is policy of this agency to ensure equal opportunity in all aspects of its programs without regard to race, color, national origin, age, sex, religion or disability. " Equal Opportunity Employer/Program " And "Auxiliary Aids and Services Are Available upon Request to individuals with Disabilities"*
TDD# 1.800. 846. 5277 or LA Relay

Publish: January 18 & 25, 2024

Public Notice

Anyone Knowing the Whereabouts of **ISSAC MILLER, JR.**, and/or The Heirs or Descendants of **REBECCA MILLER ROBINSON** or the Succession Representative of the **SUCCESSION OF REBECCA MILLER ROBINSON** and/or The Heirs or Descendents of **THEODORE JONES** and/or the Heirs or Descendants of **CLARENCE MILLER**, please contact **DON PAUL LANDRY, APLC, ATTORNEYS AT LAW**, 1308 Paul Maillard Road/P.O. Box 21, Luling LA 70070, (985) 785-5494.

Publish: January 11 & 18, 2024

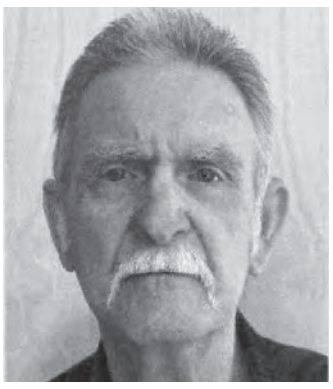
Public Notice

I, **Harold Raymond Wall, Jr.**, have been convicted of Carnal Knowledge of a Juvenile, Date of Conviction: 12/10/2007 and Indecent Behavior with Juveniles , Date of Conviction 12/10/2007 My address is: 132 Bayou Estates South Dr., Des Allemands, La. 70030

RACE: White
SEX: Male
DOB: 05/06/1983
HGT: 5'9"
WGT: 300
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: January 11 & 18, 2024

Public Notice



I, **Melvin Crochet** , have been convicted of **Aggravated Rape**, Date of Conviction: 04/25/1977. My address is: 17414 Hwy 631, Des Allemands, La. 70030 .

RACE: White
SEX: Male
DOB: 03/02/1948
HGT: 5'8"
WGT: 144
HAIR COLOR: Gray
EYE COLOR: Blue

PUBLISH: January 11 & 18, 2024

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St. Charles HERALD GUIDE

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 83942-E
Date: Tuesday, December 12, 2023
UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR LVS TITLE TRUST XIII
VS
JUSTIN D. PUCKETT A/KIA JUSTIN PUCKETT, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:
THURSDAY, JANUARY 4, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St Charles is held on WEDNESDAY, JANUARY 24, 2024, at 10:00 A.M, to the last and highest bidder for cash, the following described property, to wit
ALL THAT CERTAIN LOT, OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining, lying and being situated in St. Charles Parish, State of Louisiana, being more fully described as follows, to-wit:
FAIRFIELD PLANTATION OAKS SUBDIVISION, in accordance with a re subdivision made by Frank Foster and Associates, Inc., dated February 26, 1976, accepted by the Police Jury of St. Charles Parish. filed on June 11,, 1976. registered in COB 176, folio 75. Entr; No. 52197 and by Act of Dedication dated June 11, 1976, registered in COB 176. Folio 731. Entry No. 52178, as corrected on April 18, 1977, registered in COB 188 folio 94 Entry No 54469, and in accordance with the plan of Frank S. FosteL Jr.: dated March 18, 1977, and according to said fot is further described as follows, to-wit: Lot 9-A, in square 7-A. bounded by Stephen Drive. Steve Drive and Ann Lane; said lot commences at the distance of 55.82 feet from the corner of Stephen Drive and Steve Drive and measures 64 feet front on Stephen Drive, same in width in the rear, by depth of 85 feet between equal and parallel lines. According to a survey by Gilbert, Kelly & Couturie, Inc., dated February 19, 1991. copy of which is annexed to instrument No 156378, said lot has the same location, designation and measurements as set out above.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
ONE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 72 / 100 ($128,882.72) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: December 21, 2023
January 18, 2024
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 18, 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

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish.gov

Final

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

Monday, December 18, 2023 | 6:00 PM | Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey 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, Finance Director Grant Dussom, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Waterworks Director Gregory Gorden, R.S.V.P. Director Jeanne Arabie, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Clint Jett
Life Fellowship Community Church, Des Allemands

APPROVAL OF MINUTES

A motion was made by Councilmember Darensbourg Gordon, seconded by Councilmember Fisher, to approve the Minutes from the regular meeting of December 4, 2023. The motion carried by the following vote:

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

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2023-0346

In Recognition: Deputy Michael Kinler

Sponsors: Ms. Billings

Read

2023-0347

In Recognition: Michele deBruler, St. Charles Parish Planning & Zoning Commission

Sponsors: Ms. Fisher-Cormier

Read

2023-0348

In Recognition: Councilwoman Beth A. Billings, 2023 Council Chairman

Sponsors: Mr. Gibbs

Read

2023-0349

In Recognition: Councilman Dick Gibbs, 2023 Council Vice-Chairman

Sponsors: Ms. Billings

Read

2023-0350

Tribute: Honorable Beth A. Billings, Councilwoman-At-Large, Division A

Sponsors: Ms. Fonseca

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

Read

2023-0351

Tribute: Honorable Mary K. Clulee, Councilwoman, District II

Sponsors: Ms. Fonseca

Councilwoman Fonseca spoke on the matter.
Councilwoman Clulee spoke on the matter.

Read

2023-0352

Tribute: Honorable Dick Gibbs, Councilman, District III

Sponsors: Ms. Fisher-Cormier

Councilwoman Fisher-Cormier spoke on the matter.
Councilman Gibbs spoke on the matter.

Read

2023-0353

Tribute: Honorable Nicky Dufrene, Councilman, District IV

Sponsors: Ms. Bellock

Councilwoman Bellock spoke on the matter.

Read

2023-0354

Tribute: Honorable Marilyn B. Bellock, Councilwoman, District V

Sponsors: Mr. Dufrene

Councilman Dufrene spoke in regards to File No. 2023-0353 Tribute.

Councilman Dufrene spoke on the matter.
Councilwoman Bellock spoke on the matter.

Read

2023-0355

Tribute: Honorable Julia Fisher-Cormier, Councilwoman, District VII

Sponsors: Mr. Gibbs

Councilman Gibbs spoke on the matter.
Councilwoman Fisher-Cormier spoke on the matter.

Read

2023-0364

In Recognition: Irving Pierre, Sr., 100th Birthday

Sponsors: Ms. Clulee

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0356

R.S.V.P. Program

R.S.V.P. Program Director Jeanne Arabie reported.

Reported

2023-0357

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell made statement.

Parish President Matthew Jewell reported.
Councilwoman Clulee spoke on the matter.
President Jewell spoke on the matter.

Councilwoman Clulee made statement.

Reported

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 TUESDAY, JANUARY 9, 2024, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0229

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Primrose Canal Cleaning and Improvements (Project No. P210202), in the not to exceed amount of $26,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on January 9, 2024

2023-0363

An ordinance approving and authorizing the execution of an Intergovernmental Cooperative Endeavor Agreement among St. Charles Parish Hospital, St. Charles Parish School Board, St. Charles Parish Sheriff Department, St. Charles Parish Housing Authority, and St. Charles Parish for the Hurricane Ida Recovery Fund.

Sponsors: Mr. Jewell and Grants Office

Publish/Scheduled for Public Hearing to the Parish Council on January 9, 2024

2023-0385

An ordinance approving and authorizing the execution of a Professional Services Agreement with MB3 Inc. D/B/A Civix, to perform consulting services for Right of Way Acquisition and Program Management (Project No. P230901), in the not to exceed amount of $150,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on January 9, 2024

2023-0366

An ordinance to amend the 2023 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on January 9, 2024

ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)

2023-0341

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish Memorial Plaza (Parish Project No. CMPK0418), to decrease the contract amount by $2,158.05 and increase the contract time by 409 days.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:
Parks and Recreation Department Recommended: Approval
Chief Operations Officer Darrin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-12-9

2023-0343

An ordinance to approve and authorize the Parish President to execute an Act of Sale from Patricia Bourgeois wife of/and James J. Poche for the purchase of property at 679 West Pine Street, Norco, Louisiana, for drainage improvements to the Engineer's Pump Station.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Legal Services Director Corey Oubre spoke on the matter.

Speakers:
Mr. Bobby Donaldson, Norco

Public Hearing Requirements Satisfied

Council Discussion
Parish President Matthew Jewell spoke on the matter.
Public Works Director Miles Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-12-10

2023-0344

An ordinance approving and authorizing the execution of a Contract with Omega Foundation Services, Inc., for Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202), in the amount of $2,757,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-12-11

2023-0345

An ordinance to amend the Code of Ordinances, Chapter 22, Sewers and Sewage Disposal, Article IV. General Sewer Use Regulations, Section 22-80. (1)(a) User charges and connection charges.; and Chapter 23, Water, Article I. In General, Section 23-3. Water user charges. (a), to limit each annual adjustment so as to not be below 0.00% and not to exceed 2.5% effective January 1, 2024.

Sponsors: Mr. Jewell and Department of Waterworks

Reported:
Waterworks Department Recommended: Approval
Parish President Matthew Jewell spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-12-12

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

2023-0326

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between Bunge Chevron AG Renewables, LLC and St. Charles Parish relative to the design, development, construction, expansion and/or extension of Noel Street from Lorraine Street to Jonathan Street (the "Project").

Sponsors: Mr. Jewell and Department of Planning & Zoning

Remained Tabled

2023-0328

An ordinance to revoke and abandon Modoc Street, and portions of Jonathan Street, Pelican Street, Amie Street, and Jean Street, Destrehan Park and Gabriel Heights Subdivisions, as shown on the map by Michael P. Blanchard, PLS, signed and dated October 24, 2023.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Remained Tabled

PERSONS TO ADDRESS THE COUNCIL

2023-0358

Ms. Reanda Pierre: WAIVER

Not Heard

RESOLUTIONS

2023-0359

A resolution supporting the application for funding of the Water Meter Replacement Project - Phase V through the Louisiana Office of Community Development's FY 2023-2024 Community Water Enrichment Fund.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6736

2023-0360

A resolution to approve and authorize the submission of the Recovery Proposal and subsequent project applications to the State of Louisiana Division of Administration Office of Community Development on behalf of St. Charles Parish regarding the allocation of Community Development Block Grant Disaster Recovery Program funding as a result of Year 2021 Ida & May Storms.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened: no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6737

Chairman Billings made statement.

2023-0361

A resolution in support of the Planning and Zoning Commission's approval of 2023-5-SPU for an accessory dwelling unit in an R-1A zoning district, Lot 10A, Block F, Sellers Village Subdivision, 219 Bernard Avenue, Ama as requested by Jordan Petit

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6738

2023-0362

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 $900,000.00 to be utilized for vehicles and equipment.

Sponsors: Mr. Jewell, Grants Office and Department of Public Works

Reported:
Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6739

APPOINTMENTS

2023-0337

A resolution appointing Mr. Richard J. Folse, Jr. to the St. Charles Parish Planning & Zoning Commission as the District VII Representative.

VOTE ON THE APPOINTMENT OF MR. RICHARD J. FOLSE, JR.

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

Nay: 0

Enactment No: 6740

2023-0340

A resolution appointing Mr. Clyde H. Maddox to the St. Charles Parish Board of Adjustment as the District IV Representative.

VOTE ON THE APPOINTMENT OF MR. CLYDE H. MADDOX

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

Nay: 0

Enactment No: 6741

ADJOURNMENT

A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Clulee, to adjourn the meeting at approximately 7:30 pm. The motion carried by the following vote:

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

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish: January 18, 2024

Public Notice

THE FOLLOWING RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JANUARY 8, 2024, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2024-0011
INTRODUCED BY: ST. CHARLES PARISH COUNCIL
RESOLUTION NO. 6742

A resolution in support of Councilman Bob Fisher for At Large Member on the Executive Board of the Police Jury Association of Louisiana.

WHEREAS, Bob Fisher is currently Councilman for District VI in St. Charles Parish; and,
WHEREAS, Bob Fisher has earned the rank of Eagle Scout of the Boy Scouts of America; and,
WHEREAS, Bob Fisher served as the Chairman of the St. Charles Parish Council in 2022; and,
WHEREAS, Bob Fisher served as Council Vice Chairman of the St. Charles Parish Council in 2021; and,
WHEREAS, Bob Fisher served as the Chairman of the Operations, Maintenance, and Construction Management Committee in St. Charles Parish in 2021; and,
WHEREAS, Bob Fisher is currently the Chairman of the Legislative Committee in St. Charles Parish; and,
WHEREAS, Bob Fisher is a member of the St. Charles Parish Community Action Advisory Board; and,
WHEREAS, Bob Fisher is an active member of the Police Jury Association of Louisiana; and,
WHEREAS, Bob Fisher is an active member of the National Association of County Officials where he is a member of the Community, Economic, and Workforce Development (CEWD) Steering Committee; and,
WHEREAS, Bob Fisher is active in civic, community, and non-profit programs in St. Charles Parish; and,
WHEREAS, Bob Fisher has garnered the support of the St. Charles Parish Council, by resolution, for the seat of At Large Member on the Executive Board of the Police Jury Association.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby support Councilman Bob Fisher in his effort to win the seat for At Large Member on the Executive Board of the Police Jury Association of Louisiana.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Police Jury Association of Louisiana.

BE IT FURTHER RESOLVED, that a copy of this resolution also be forwarded to all Louisiana Parishes.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 8th day of January, 2024.

2024-0011 Bob Fisher PJA.docx

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 8, 2024
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 8, 2024
AT: 4:28 pm RECD BY:

2024-0012
INTRODUCED BY: ST. CHARLES PARISH COUNCIL
RESOLUTION NO. 6743

A resolution in support of Councilwoman La Sandra D. Wilson for Region II Member on the Executive Board of the Police Jury Association of Louisiana.

WHEREAS, La Sandra D. Wilson is currently Councilwoman for District I in St. Charles Parish; and,
WHEREAS, La Sandra D. Wilson is currently the Chairman of the Special Projects/Pubic Safety, Health and Environmental Committee in St. Charles Parish. She has served as the Chairman of the Special Projects/Pubic Safety, Health and Environmental Committee since January 2022; and,
WHEREAS, La Sandra D. Wilson is currently Ex-Officio member of the St. Charles Parish Planning & Zoning Commission; and,
WHEREAS, La Sandra D. Wilson is a member of the St. Charles Parish Retired and Senior Volunteer Program (RSVP) Advisory Council; and,
WHEREAS, La Sandra D. Wilson is an active member of the Police Jury Association of Louisiana; and,
WHEREAS, La Sandra D. Wilson is an active member of the National Association of County Officials where she is a member of the Transportation Steering Committee; and,
WHEREAS, La Sandra D. Wilson is active in civic, community, and non-profit programs in St. Charles Parish; and,
WHEREAS, La Sandra D. Wilson has garnered the support of the St. Charles Parish Council, by resolution, as a Region II Member of the Executive Board of the Police Jury Association.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby support Councilwoman La Sandra D. Wilson in her effort to become a Region II Member on the Executive Board of the Police Jury Association of Louisiana.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Police Jury Association of Louisiana.

BE IT FURTHER RESOLVED, that a copy of this resolution also be forwarded to all Louisiana Parishes.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 8th day of January, 2024, to become effective five (5) days after publication in the Official Journal.

2024-0012 La Sandra D. Wilson PJA.doc

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 8, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 9, 2024
AT: 2:15 pm RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: January 18, 2024

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD TUESDAY, JANUARY 9, 2024, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2023-0229
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 24-1-1

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Primrose Canal Cleaning and Improvements (Project No. P210202), in the not to exceed amount of $26,000.00.

WHEREAS, the Parish desires to test for vibrations during sheet pile installation at the Primrose Canal Cleaning and Improvements project site; and,
WHEREAS, testing services will also consists of any soils testing (field and laboratory) necessary to verify backfill is adequate; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for the Primrose Canal Cleaning and Improvements (Project No. P210202), in the not to exceed amount of $26,000.00 is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 9th day of January, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostolle
DLVD/PARISH PRESIDENT: January 10, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: January 10, 2024
AT: 10:58am RECD BY: [illegible]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____day of _____, 2024 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for PRIMROSE CANAL CLEANING AND IMPROVEMENTS Project No. P210202 as described in Ordinance No. 24-1-1 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
Project No. P210202

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

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

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.
If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

12.0 INSURANCE

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

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

12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall

provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

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

12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability $1,000,000.00 each person: $1,000,000.00 each occurrence. Property Damage Liability $1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

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

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

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

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES: Billy Raymond, Kay Mayfay

ST. CHARLES PARISH
Matt Jewell
By: Matthew Jewell
Parish President
1/10/24
Date:

WITNESSES:

ALPHA TESTING AND INSPECTION, INC.

By: Michael A. Devillier
President

Date:

ATTACHMENT "A"
PROJECT SCOPE

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
Project No. (P210202)

The Scope of Work is as follows:

Perform vibration monitoring and soils testing services at the construction site of the n sheet pile wall along Primrose Drive within Ellington Drainage Canal. Consultant is document vibrations recorded during sheet pile installation. Consultant shall moni vibrations near the existing residential structures along the project route. Other testing m consist of field and laboratory soils testing as necessary to ensure backfill is adequate.

ATTACHMENT "B"
PROJECT SCHEDULE

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
Project No. (P210202)

The CONSULTANT shall complete vibration monitoring during the entire duration of sheet p installation. The sheet pile installation will take a minimum of four weeks to complete.

ATTACHMENT "C"
PROJECT COMPENSATION

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
Project No. (P210202)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth Attachment A as follows:

a. The total compensation for vibration monitoring and soil testing services described in Attachment A is estimated to be $26,000.00.

b. The amounts billed for CONSULTANT's services under this Agreement will based on the cumulative hours charged to the Project during the billing period each class of CONSULTANT's employees times Standard Hourly Rates for e applicable billing class.

c. The Standard Hourly Rates charged by CONSULTANT constitute full a complete compensation for CONSULTANT's services, including labor co overhead, and profit.

d. CONSULTANT's Standard Hourly Rates are attached to this Agreement Attachment C-1.

Attachment C-1

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774

June 7, 2023

St. Charles Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Ms. Andre Ford

Re: Primrose Canal Cleaning and Improvements
SCP Project No. P21022
Phase 1A
St. Charles Parish, LA

To Whom it May Concern:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

1. **Vibration Monitoring**

A.)	Services of technician and equipment to monitor vibrations From construction activities, Rate Per Day	$ 525.00
B.)	Additional Unit, Rate/Day	$ 75.00

2. **Soil Testing - Laboratory:**

A.)	Soil Classification, Each	$ 75.00
B.)	Sieve Analysis (Limestone), Each	$ 75.00
C.)	Moisture Density Relationship Test (Proctor), Each	$ 150.00

3. **Soil Testing - Field:**

A.)	Services of Inspector to visit project site and make field Density tests – Nuclear Method 12" Maximum Depth, Rate/Hour or each	$ 50.00
B.)	In place Density Test (Nuclear), Each	$ 15.00

4. **Sampling Charge**

Services of Technician to sample materials for laboratory Testing, Rate/Hour	$ 50.00

5. **Transportation Charge:**

Rate/Mile Traveled	$ 0.55

***Total Estimated Cost $ 26,000.00**

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worke in excess of 8 hours per day, Monday through Friday and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, IN

Michael A. Devillier
Michael A. Devillier
President

2023-0363
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)
ORDINANCE NO. 24-1-2

An ordinance approving and authorizing the execution of an Intergovernmental Cooperative Endeavor Agreement among St. Charles Parish Hospital, St. Charles Parish School Board, St. Charles Parish Sheriff Department, St. Charles Parish Housing Authority, and St. Charles Parish for the Hurricane Ida Recovery Fund.

WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature, created the "Hurricane Ida Recovery Fund" which provides for an expenditure of State funds for the benefit of political subdivisions including school boards, sheriff offices, hospital and housing districts, that suffered property loss or damage caused by Hurricane Ida; and,

WHEREAS, an allocation of $4,028,308.00 has been remitted to St. Charles Parish on behalf of the parish's eligible entities, including St. Charles Parish, St. Charles Parish Hospital, St. Charles Parish School Board, St. Charles Parish Sheriff Department, and St. Charles Parish Housing Authority; and,

WHEREAS, an Intergovernmental Cooperative Endeavor Agreement is necessary for the implementation of the funding; and,

WHEREAS, it is the desire of St. Charles Parish, St. Charles Parish Hospital, St. Charles Parish School Board, St. Charles Parish Sheriff Department, and St. Charles Parish Housing Authority to approve said agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Cooperative Endeavor Agreement among St. Charles Parish Hospital, St. Charles Parish School Board, St. Charles Parish Sheriff Department, St. Charles Parish Housing Authority, and St. Charles Parish is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Intergovernmental Cooperative Endeavor Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this Intergovernmental Cooperative Endeavor Agreement.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 9th day of January, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 10, 2024
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 10, 2024
AT: 10:58am RECD BY:

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT AMONG ST. CHARLES PARISH HOSPITAL, ST. CHARLES PARISH SCHOOL BOARD, ST. CHARLES PARISH SHERIFF DEPARTMENT, ST. CHARLES PARISH HOUSING AUTHORITY, AND ST. CHARLES PARISH

THIS INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is made and entered into effective the _____ day of __________ 2024, by and among ST. CHARLES PARISH, a political subdivision of the St. of Louisiana, located at P.O. Box 302, 15045 River Road, Hahnville, LA 70057, acting herein by and through its President, who is duly authorized to act on behalf of said Parish, (hereinafter "Parish"), and the following Recipients:

A. ST. CHARLES PARISH HOSPITAL SERVICE DISTRICT #1 d/b/a/ St. Charles Hospital

(hereinafter "Hospital"), a political subdivision of the State of Louisiana and corporate body, located at 1057 Paul Maillard Road, Luling, Louisiana 70070, acting herein by and through its Chief Executive Officer, who is duly authorized to act on behalf of said Hospital Service District;

B. ST. CHARLES PARISH SCHOOL BOARD, (hereinafter "School Board"), a political subdivision of the St. of Louisiana, located at 13855 River Road (Highway 18), Luling, Louisinaa 70070, acting herein by and through its Superintendent, who is duly authorized to act on behalf of said School Board;

C. ST. CHARLES PARISH SHERIFF'S OFFICE (hereinafter "Sheriff Department"), a political subdivision of the St. of Louisiana, located at 260 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, acting herein by and through its Sheriff, who is duly authorized to act on behalf of said Sheriff's Office; and

D. ST. CHARLES PARISH HOUSING AUTHORITY (hereinafter "Housing Authority"), a political subdivision of the St. of Louisiana, located at 200 Boutte Estates Drive, Boutte, Louisiana 70039, acting herein by and through its Director, who is duly authorized to act on behalf of said Housing Authority.

ARTICLE I - RECITALS

WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature, created the "Hurricane Ida Recovery Fund" and authorized and directed the state treasurer to transfer thirty-three million dollars from the State General Fund (Direct) to the Fund;

WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature provides for an expenditure of State funds for the benefit of political subdivisions including school boards, sheriff offices, hospital and housing districts, that suffered property loss or damage caused by Hurricane Ida. The sum of **FOUR MILLION, TWENTY-EIGHT THOUSAND THREE HUNDRED EIGHT AND NO/100 ($4,028,308) DOLLARS** has been allocated to the St. Charles Parish on behalf of the parish's eligible entities (hereinafter referred to as Recipient(s)) and attached as **Attachment A and A-1;**

WHEREAS, St. Charles Parish executed a Letter of Agreement with the Louisiana Department of Treasury and the State of Louisiana on March 27, 2023, and subsequently an Amendment and Supplement of Letter Agreement dated July 31, 2023, regarding the allocation of the above-referenced funds, within which St. Charles Parish affirmed and certified that the award made to it shall be used in accordance with the program rules approved by the Joint Legislative Committee on the Budget on January 20, 2023 and attached as **Attachment B.**

WHEREAS, the Hospital, School Board, Sheriff Department, and Housing Authority do hereby certify that the awards allocated in Attachment B do not in any way duplicate any prior federal or state disaster funds received through any law or program, or insurance proceeds for the purposes described herein.

WHEREAS, pursuant to Article 7, Section 14 (C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including all parties herein, may enter into cooperative endeavors with each other, or with any public or private corporation or individual for public purposes;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto enter into this intergovernmental cooperative endeavor agreement on the following terms and conditions:

ARTICLE II - SCOPE OF SERVICES

2.1 St. Charles Parish and each Recipient shall expend all funds in accordance with Act 167 of the 2022 Regular Louisiana Legislative Session and Act 410 of the 2023 Regular Louisiana Legislative Session.

2.2 Each Recipient will provide the St. Charles Parish and the Department of the Treasury of the State of Louisiana ("Agency") written **Progress Reports (Attachment C)** outlining the Recipient's services and performance consistent with the provisions and objections of this Agreement. **Cost Reports (Attachment D and D-1)** will provide detailed cost information outlining the use of the above-referenced funds. Progress reports and cost reports are required for disbursement and Recipient level expenditures and activities. 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 St. Charles Parish and Recipient, and shall be subject to audit, as hereinafter stated. These reports shall be due and delivered to the Agency on or before April 3, 2023; June 30, 2023; September 30, 2023; December 31, 2023; March 1, 2024; and June 30, 2024, there being no exceptions or waivers of the June 30, 2024 reporting due dates. Each recipient shall deliver these reports to St. Charles Parish no later than twenty-one (21) days prior to each above referenced due date to the Agency.

2.3 Each Recipient assures the elected and/or appointed officials or their family members will not receive (directly or indirectly) any part of 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 - AGREEMENT MONITOR

3.1 The Grant Monitor for this Agreement is Rachel Kincaid, Deputy Treasurer, Administrative Division of the Department of the Treasury who can be contacted by phone 225-342-0021 or email rkincaid@treasury.la.gov. The Contact for St. Charles Parish for this Agreement is Carla A. Chiasson, Grants Officer for St. Charles Parish, who can be contacted by phone 985-783-5165 or email at cchiasson@stcharlesgov.net.

3.2 Monitoring Plan: During the term of this Agreement, each Recipient shall discuss with the Monitor the progress and results of the project, any deficiencies noted, and other matters relating to the project. The Monitor shall review and analyze the Recipient's Progress and Cost Report to ensure that St. Charles Parish and the Recipient are in compliance with the requirements of the Agreement, and shall:

a. Contact the Recipient to secure any missing deliverables.

b. Maintain telephone and/or email contact with the Recipient on Agreement activity and, if necessary, make visits to the Recipient's site in order to review the progress and completion of the Recipient's project to assure that performance goals are being achieved, and to verify information when needed.

c. Assure that expenditures in **Attachment D and D-1 Cost Report(s)** are in compliance with the Act 167 of the 2022 Regular Session of the Louisiana Legislature.

ARTICLE IV - PAYMENT TERMS

4.1.1 All grant funds will be issued by written check or electronic funds transfer from St. Charles Parish to the Recipient after review and approval of Recipient's documentation by the Department of the Treasury for the State of Louisiana. Each Recipient shall submit two (2) copies of all supporting funding documentation to St. Charles Parish, who will forward one copy to the Department of the Treasury. In the event of a written check, grant funds will be issued in the name of the Recipient by designation of the Recipient as payee and mailed to the mailing address provided in the letter of agreement. No funds will be issued by St. Charles Parish until reviewed and approved by Department of the Treasury for the State of Louisiana. Any unexpended funds or funds not approved for Recipient will be retained by St. Charles Parish or returned to the State of Louisiana if applicable.

4.2 Payments by St. Charles Parish under this Agreement will only be allowed for eligible expenditures occurring between and including the dates of August 29, 2021 and June 30, 2024, unless extended by Act of the Louisiana Legislature providing such extension.

4.3 The Monitor shall monitor progress on a monthly basis. If the St. Charles Parish or the State of Louisiana determines that the Recipient has failed to use the funds within the estimated duration of the project or failed to reasonably comply with the program rules, without sufficient justification, St. Charles Parish or any agency of the State of Louisiana 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. If any Recipient defaults on the agreement, breaches the terms of the agreement, and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.4 Taxes: Each Recipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Recipient's obligation and identified under this Agreement and/or legislative appropriation shall be the Recipient's obligation and identified under the following tax identifications numbers:

St. Charles Parish Hospital Service District #1: #72-6014606
St. Charles Parish School Board: #72-6001209
St. Charles Parish Sheriff's Office: #72-6001212
St. Charles Parish Housing Authority: #72-0649932

ARTICLE V - TERMINATION FOR CAUSE

5.1 St. Charles Parish may terminate this agreement for cause based upon the failure of the any party to comply with the terms and/or conditions of the Agreement; provided that the State of Louisiana and/or St. Charles Parish shall give the Recipient written notice specifying the Recipients failure. If within forty-five (45) days after receipt of such notice, the Recipient has not either corrected such failure or, in the case which cannot be corrected in thirty (45) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State of Louisiana and/or St. Charles Parish may, at its option, place the Recipient in default and the Agreement shall terminate on the date specified in such notice.

ARTICLE VI - OWNERSHIP

6.1 All records, reports, documents and other material delivered or transmitted to the Recipient by the any entity shall remain the property of the State of Louisiana and shall be returned by St. Charles Parish or Recipient to the State at the Recipient'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 St. Charles Parish or Recipient in connection with performance of the services contracted for herein shall become the property of the State of Louisiana, and shall, upon request, be returned by St. Charles Parish or Recipient to the State at St. Charles Parish's or Recipient's expense at termination or expiration of this agreement.

ARTICLE VII - ASSIGNMENT

7.1 Recipient 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 of Louisiana and St. Charles Parish, provided however, that claims for money due or to become due to St. Charles Parish or Recipient 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 VIII - AUDITOR'S CLAUSE

8.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or St. Charles Parish shall have the option of auditing all records and accounts of each Recipient, which relate to this Agreement.

8.2 St. Charles Parish and any Recipient and contractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the expiration of the agreement.

ARTICLE IX - AMENDMENTS IN WRITING

9.1 Any alteration, variation, modification, or waiver of provision of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the State of Louisiana, Secretary of Treasurer. This agreement may not be amended after the expiration date.

ARTICLE X - TERM OF AGREEMENT

10.1 This Agreement shall begin on _____, 2024, and shall terminate on June 30, 2024, unless extended by Act of the Louisiana Legislature providing such extension. Every effort should be made to incur approved expenses by June 30, 2024.

ARTICLE XI - DISCRIMINATION CLAUSE

11.1 St. Charles Parish, Recipient, contractors or subcontractors hired to do work pursuant to this Agreement agree 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 further agree to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting party and any contractors or subcontractors agree not to discriminate in its employment practices and will render services under this agreement without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Recipient, its contractors or subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

ARTICLE XII - CERTIFICATION BY RECEPIEINT AND CONTRACTORS

12.1 St. Charles Parish shall obtain from Recipient and contractors certifications contained in **Attachment E and E-1** which shall acknowledge the terms and obligations of this agreement and binding themselves to performance therein.

ARTICLE XIII - NOTICES

13.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

St. Charles Parish
P.O. Box 302
Hahnville, LA 70057
Attn: Grant Dussom, Finance Director

St. Charles Parish Hospital Service District No. 1
1057 Paul Maillard Rd.
Luling, LA 70070
Attn: Keith Dacus

St. Charles Parish School Board
13855 River Road (Highway 18)
Luling, Louisiana 70070
Attn: Dr. Ken Oertling, Superintendent

St. Charles Parish Sheriff's Office
260 Judge Edward Dufresne Parkway
Luling, Louisiana 70070
Attn: Maurice Bostick

St. Charles Parish Housing Authority
200 Boutte Estates Drive
Boutte, LA 70039
Attn: Youlondar Prevost

ARTICLE XIV – ENTIRE AGREEMENT

14.1 St. Charles Parish and Recipients acknowledge that in entering into and accepting this Agreement, they rely solely upon the representations and statement contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions set forth herein.

ARTICLE XV – INDEMNIFICATION

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

ARTICLE XVI - EXCLUSIVE JURISDICTION AND VENUE

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of the day and year first above written.

St. Charles Parish

By: [signature]
Matthew Jewell, Parish President

St. Charles Parish Hospital Service District #1

By:________________
Keith Dacus, Chief Executive Officer

St. Charles Parish School Board

By:________________
Dr. Ken Oertling, Superintendent

St. Charles Parish Sheriff's Office

By:________________
Maurice Bostick, Director of Business

St. Charles Parish Housing Authority

By:________________
Youlondar Prevost, Interim Director

ATTACHMENT A – Award Summary

Grantee/Parish	Amount
St. Charles Parish	$4,028,308

Parish	Sub Recipient	Projects	Total Damage	Estimated FEMA Payments	Grant Award	Award Tier Category
St. Charles	St. Charles Parish (089-99099-00)	66	$ 39,514,021.98	$ 36,126,979.35	$1,000,000	Tier 2 - Over $3 M
St. Charles	St. Charles Public Schools (089-0042C-00)	15	$ 33,346,347.40	$ 30,274,971.44	$1,000,000	Tier 2 - Over $3 M
St. Charles	St. Charles Parish Sheriff's Office (089-02053-00)	19	$ 6,853,504.40	$ 6,618,387.89	$1,000,000	Tier 2 - Over $3 M
St. Charles	St. Charles Parish Hospital Service District (089-U5QMC-00)	37	$ 4,335,818.68	$ 3,905,281.83	$1,000,000	Tier 2 - Over $3 M
St. Charles	St. Charles Parish Housing Authority (St. Charles Housing Authority) (089-UMXB3-00)	8	$ 368,408.78	$ 340,101.04	$28,308	Tier 3 - Under $3 M
	Total		$ 84,455,761.24	$ 77,264,920.75	$4,028,308	

State of Louisiana
Letter of Agreement
Attachment A-1 (To be completed by Grantee if awards differ from Attachment A)

The Eligible Parish can provide Grant Award assistance to an Eligible Entity (Subrecipients or Political Subdivisions) which is defined as a political subdivision, including school boards and special districts, as defined by the Louisiana State Constitution, Article 6, Section 44.

The Department of Treasury provided a detailed list of the Eligible Entities (Subrecipients or Political Subdivisions) and the Grant Awards (per Subrecipient) within the Eligible Parish approved by the Joint Legislative Committee of The Budget (JLCB) on Friday, January 20, 2023. JLCB approved the Grant Award payments to the Eligible Entities (Subrecipients or Political Subdivisions) and intends the Grant Award to be spent in that manner.

If the Eligible Parish issues Grant Awards that differ from Attachment A – Award Summary in the Letter of Agreement, The Grantee must complete Attachment A-1 from the Letter of Agreement.

The Eligible Parish should consult with the Grant Administration Team on any deviations from the Attachment A – Award Summary prior to Grant Fund expenditures to confirm compliance with Act 167 and all applicable Federal and State disaster requirements.

Eligible Parish ________________

Eligible Entity (Subrecipient or Political Subdivision)	Original Grant Award	Adjusted Grant Award	Increase / (Decrease) Grant Award
Contributing Political Subdivision A	$0.00	$0.00	$0.00
Receiving Political Subdivision B	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

All impacted entities should review and approve (via signature) the proposed Grant Award Allocation adjustment.

Eligible Parish

Name: Signature: Date:

Contributing Political Subdivision

Name: Signature: Date:

Receiving Political Subdivision

Name: Signature: Date:

State Representative

Name: Signature: Date:

Contact Sheet
Act 167 of 2022 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

STATE OF LOUISIANA

LETTER OF AGREEMENT

THIS AGREEMENT, 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 the **St. Charles Parish** officially domiciled at **P.O. Box 302, 15045 River Road, Hahnville, LA 70057** hereinafter referred to as the "Grantee".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature, created the "Hurricane Ida Recovery Fund" and authorized and directed the state treasurer to transfer thirty-three million dollars from the State General Fund (Direct) to the Fund;

1.2 WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature provides for an expenditure of State funds for the benefit of political subdivisions including school boards, that suffered property loss or damage caused by Hurricane Ida. The sum of **FOUR MILLION, TWENTY-EIGTH THOUSAND THREE HUNDRED EIGHT AND NO/100 ($4,028,308) DOLLARS** has been allocated to **St. Charles Parish** on behalf of the parish's eligible entities (hereinafter referred to as Recipient(s)) and attached as **Attachment A and A-1;**

1.3 WHEREAS, the Grantee does hereby affirm and certify that the award made to it shall be used in accordance with the program rules approved by the Joint Legislative Committee on the Budget on January 20, 2023 and attached as **Attachment B;**

1.4 WHEREAS, the Grantee does hereby certify that the award made to it does not in any way duplicate any prior federal or state disaster funds received through any law or program, or insurance proceeds for the purposes described herein.

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

ARTICLE II
SCOPE OF SERVICES

2.1 The Grantee and Recipient shall expend all funds in accordance with Act 167 of the 2022 Regular Louisiana Legislative Session.

2.2 The Grantee will provide to the State written **Progress Reports (Attachment C)** outlining the Grantee's or Recipient's services and performance consistent with the provisions and objectives of this Agreement. **Cost Reports (Attachments D and D-1)** will provide detailed cost information outlining the use of the above referenced appropriated funds. Progress reports and cost reports are required for Grantee disbursement and Recipient level expenditures and activities. 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 Grantee and Recipient, and shall be subject to audit, as hereinafter stated. These reports shall be due and delivered to the Agency on or before April 3, 2023 and on June 30, 2023, there being no exceptions or waivers of the June 30, 2023 reporting due date.

2.3 The Grantee and Recipient assures that elected and/or appointed 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
AGREEMENT MONITOR

3.1 The Grant Monitor for this Agreement is Rachel Kincaid, Deputy Treasurer, Administrative Division of the Department of the Treasury who can be contacted by phone 225-342-0021 or email rkincaid@treasury.la.gov.

3.2 Monitoring Plan: During the term of this Agreement, the Grantee or Recipient shall discuss with the State's Grant Monitor the progress and results of the project, any deficiencies noted, and other matters relating to the project. The Grant Monitor shall review and analyze the Grantee's or Recipient's Progress and Cost Reports to ensure the Grantee and Recipient is in compliance with the requirements of the Agreement; and shall

1. Contact the Grantee or Recipient to secure any missing deliverables.
2. Maintain telephone and/or e-mail contact with the Grantee and/or Recipient on Agreement activity and, if necessary, make visits to the Grantee's or Recipient's site in order to review the progress and completion of the Grantee's or Recipient's project to assure that performance goals are being achieved, and to verify information when needed.
3. Assure that expenditures in **Attachment D and D-1 Cost Report(s)** are in compliance with the Act 167 of the 2022 Regular Session of the Louisiana Legislature.

Between required performance reporting dates, the Grantee and/or Recipient shall inform the Department of Treasury of any problems, delays or adverse conditions, which will materially affect the ability to expend all grant funds before June 30, 2023.

ARTICLE IV
PAYMENT TERMS

4.1 All grant funds will be issued by written check or electronic funds transfer. In the event of a written check, grant funds will be issued in the name of the Grantee by designation of the parish as payee and mailed to the physical address provided in the letter of agreement.

4.2 Payments by the State under this Agreement will only be allowed for expenditures occurring between and including the dates of July 1, 2022 and June 30, 2023, unless extended by Act of the Louisiana Legislature providing such extension.

4.3 The Grant Monitor shall monitor progress on a monthly basis. If the Agency determines that the Grantee and/or Recipient has failed to use the funds within the estimated duration of the project or failed to reasonably comply with the program rules, 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. If the Grantee or Recipient defaults on the agreement, breaches the terms of the agreement, and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.4 Taxes: The Grantee or Recipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Grantee'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 Grantee or Recipient to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Grantee or Recipient written notice specifying the Grantee's or Recipients failure. If within forty-five (45) days after receipt of such notice, the Grantee or Recipient has not either corrected such failure or, in the case which cannot be corrected in thirty (45) 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 Grantee or Recipient in default and the Agreement shall terminate on the date specified in such notice.

ARTICLE VI
OWNERSHIP

6.1 All records, reports, documents and other material delivered or transmitted to the Grantee or Recipient by the State shall remain the property of the State, and shall be returned by Grantee or Recipient to the State, at the Grantee's or Recipient'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 Grantee or Recipient in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Grantee or Recipient to the State at Grantee's or Recipient's expense at termination or expiration of this agreement.

ARTICLE VII
ASSIGNMENT

7.1 The Grantee or Recipient 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 Grantee or Recipient 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 VIII
AUDITOR'S CLAUSE

8.1 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 Grantee or Recipient, which relate to this Agreement.

8.2 The Grantee and any Recipient and contractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the expiration of the agreement.

ARTICLE IX
AMENDMENTS IN WRITING

9.1 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 Treasurer. This agreement may not be amended after the expiration date.

ARTICLE X
TERM OF AGREEMENT

10.1 This Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023, unless extended by Act of the Louisiana Legislature providing such extension. Every effort should be made to incur approved expenses by June 30, 2023.

ARTICLE XI
DISCRIMINATION CLAUSE

11.1 The Grantee, Recipient, contractors or subcontractors hired to do work pursuant to this Agreement agree 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 further agree to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party and any contractors or subcontractors agree not to discriminate in its employment practices, and will render services under this agreement without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Grantee, its contractors or subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

ARTICLE XII
CERTIFICATION BY RECEPIEINT AND CONTRACTORS

12.1 The Grantee shall obtain from Recipient and contractors certifications contained in **Attachment E and E-1** which shall acknowledge the terms and obligations of this agreement and binding themselves to performance therein.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 3 day of April, 2023

WITNESSES: [signatures]

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

[signature]
Agency Head or Designee

John Schroder, State Treasurer
Print Name and Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 27 day, of March, 2023.

WITNESSES:

Billy Raymond

Jennifer Crisp

Grantee

[signature]
Authorized Person

Matthew Jewell, Parish President
Print Name and Title

ATTACHMENT A – Award Summary

Grantee/Parish	Amount
St. Charles Parish	$4,028,308

Parish	Sub Recipient	Projects	Total Damage as of 1-18-23	Estimated FEMA Payments as of 1-18-23	Grant Award	Award Tier Category
St. Charles	St. Charles Parish (089-99089-00)	66	$ 39,524,621.98	$ 36,126,579.35	$1,000,000	Tier 2 - Over $3 M
St. Charles	St. Charles Public Schools (089-0043C-00)	15	$ 33,346,347.40	$ 30,214,571.44	$1,000,000	Tier 2 - Over $3 M
St. Charles	St. Charles Parish Sheriffs Office (089-02858-00)	19	$ 6,853,564.40	$ 6,618,887.09	$1,000,000	Tier 2 - Over $3 M
St. Charles	St. Charles Parish Hospital Service District (089-U5QMC-00)	27	$ 4,335,812.68	$ 3,905,281.87	$1,000,000	Tier 2 - Over $3 M
St. Charles	St. Charles Parish Housing Authority (St. Charles Housing Authority) (089-UMXX3-00)	8	$ 368,408.78	$ 340,101.04	$28,308	Tier 3 - Under $3 M
	Total		$ 84,438,741.24	$ 77,264,920.75	$4,028,308	

State of Louisiana
Letter of Agreement
Attachment A-1 (To be completed by Grantee if awards differ from Attachment A)

The Eligible Parish can provide Grant Award assistance to an Eligible Entity (Subrecipients or Political Subdivisions) which is defined as a political subdivision, including school boards and special districts, as defined by the Louisiana State Constitution, Article 6, Section 44.

The Department of Treasury provided a detailed list of the Eligible Entities (Subrecipients or Political Subdivisions) and the Grant Awards (per Subrecipient) within the Eligible Parish approved by the Joint Legislative Committee of The Budget (JLCB) on Friday, January 20, 2023. JLCB approved the Grant Award payments to the Eligible Entities (Subrecipients or Political Subdivisions) and intends the Grant Award to be spent in that manner.

If the Eligible Parish issues Grant Awards that differ from Attachment A – Award Summary in the Letter of Agreement, The Grantee must complete Attachment A-1 from the Letter of Agreement.

The Eligible Parish should consult with the Grant Administration Team on any deviations from the Attachment A – Award Summary prior to Grant Fund expenditures to confirm compliance with Act 167 and all applicable Federal and State disaster requirements.

Eligible Parish ____________

Eligible Entity (Subrecipient or Political Subdivision)	Original Grant Award	Adjusted Grant Award	Increase / (Decrease) Grant Award
Contributing Political Subdivision A	$0.00	$0.00	$0.00
Receiving Political Subdivision B	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

All impacted entities should review and approve (via signature) the proposed Grant Award Allocation adjustment.

Eligible Parish

Name: Signature: Date:

Contributing Political Subdivision

Name: Signature: Date:

Receiving Political Subdivision

Name: Signature: Date:

State Representative

Name: Signature: Date:

ATTACHMENT B

Hurricane Ida Recovery Fund
Program Rules

Act 167 of the 2022 Regular Legislative Session established the Hurricane Ida Recovery Fund to make full or partial payments to political subdivisions, including school boards, that suffered property loss or damage caused by Hurricane Ida and were not fully compensated for the loss by insurance or other federal or state disaster resources. Act 199 of the 2022 Regular Session appropriated $33 Million from the fund to be allocated to political subdivisions for the cost of repair or replacement of damaged property.

Definitions

Authorized Chief Executive means the authorized representative to request, on behalf of an eligible parish, payments from the State of Louisiana from the allocation of funds to the Hurricane Ida Recovery Fund.

Eligible Entity means a political subdivision, including school boards and special districts, as defined by the Louisiana State Constitution, Article 6, Section 44.

Eligible Parish means the parishes of Lafourche, St. Charles, Terrebonne, and Jefferson Parish outside of the levee district.

FEMA means the Federal Emergency Management Agency.

Grant means an award to an eligible parish/entity from the Hurricane Ida Recovery Fund.

Grant Portal means the on-line system used by FEMA to process public assistance projects.

Hurricane Ida means the August 2021, Category 4 hurricane affecting southeastern Louisiana.

Grant Awards

To receive an award, eligible parishes will complete a letter of agreement with the Louisiana Department of Treasury.

Grant awards will be based on property damage submitted to FEMA by eligible entities and housed in FEMA's Grant Portal as of January 18, 2023.

Eligible parishes will receive a distribution using the following methodology:

Total Estimated Damage to Eligible Entities	Award
Less than $3 M	Up to 10% of estimated damages
Greater than $3 M	$1M
Greater than $100 M	$2,043,711

Distribution Summary by Parish		
Parish	Total Estimated Damage (as of 1-18-23)	Award
Jefferson	$131,745,777	$6,191,985
Lafourche	$401,678,323	$9,672,195
St. Charles	$84,438,761	$4,028,308
Terrebonne	$507,364,505	$12,117,511

Each eligible parish will receive a grant award summary for each eligible entity within that parish.

Grant funds may be used for the cost of repair or replacement of property damaged by Hurricane Ida.
Grant funds must be expended before June 30, 2023, unless extended by an Act of the Legislature.

No later than June 30, 2023, grantees will submit a report outlining the expenditure of funds including a narrative of repairs which were completed. Adequate supporting documentation (including copies of invoices, checks, and other appropriate records reflecting expenses incurred) should be attached to the report.

All grant funds will be issued by written check or electronic funds transfer as requested by the Authorized Chief Executive of each eligible parish. In the event of a written check, grant funds will be issued in the name of the eligible parish and mailed to the physical address provided in the letter of agreement.

Each grantee will ensure grant funds received do not duplicate federal or state disaster funds received through any law or program, or insurance proceeds.

State of Louisiana
Letter of Agreement
Attachment C

Progress Report for the Period of ________ to ________
Act 167 of 2022 Regular Legislative Session
(To be submitted for each Grantee and Recipient. Duplicate pages as needed.)

Name of Grantee and/or Recipient: ____________
Contact Name: ____________
Telephone: ____________
Fax: ____________

Anticipated Income or Revenue (please include insurance proceeds, and federal disaster grants and loans of any nature relative to this project:

Sources: *(list all sources of revenue)*	Amounts
1)	$
2)	$
3)	$
4)	$
5)	$

Total - All Sources $ -

Project Name:	*[Insert Project Name Here]*	
Description of Damaged Property(ies):	*[Insert Description Here]*	
Description of Repair(s) Made:	*[Insert Description Here]*	
Cost of Repairs/Amounts Expended:	Item(s): *[List Items Here]* 1. 2. 3.	Amount: *[List Amounts Here]* 1. $ 2. $ 3. $

Certification

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Printed Name Title Date

State of Louisiana
Letter of Agreement
Attachment D

Cost Report for the Period of ________ to ________
Act 167 of 2022 Regular Legislative Session

Name of Grantee and/or Recipient:
Name of Program: Hurricane Ida Grant Recovery Program

Expense Category	Amount of Appropriation from Attachment A or A-1	Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Operating Services:				
Advertising	$ -	$ -	$ -	$ -
Printing	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -
Maintenance of Equipment	$ -	$ -	$ -	$ -
Maintenance of Office and Grounds	$ -	$ -	$ -	$ -
Rentals	$ -	$ -	$ -	$ -
Software Licensing	$ -	$ -	$ -	$ -
Dues and Subscriptions	$ -	$ -	$ -	$ -
Telephones and Internet Service	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -
Utilities	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Office Supplies	$ -	$ -	$ -	$ -
Professional Services	$ -	$ -	$ -	$ -
Other Charges	$ -	$ -	$ -	$ -
Acquisitions & Major Repairs	$ -	$ -	$ -	$ -
Totals	$ -	$ -	$ -	$ -

*Note: Include a copy of the check and invoice/receipt for each expense submitted with this report.

Certification

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Printed Name Title Date

State of Louisiana
Letter of Agreement
Attachment D-1

Cost Report for the Period of ________ to ________
Act 167 of 2022 Regular Legislative Session
(To be submitted for each Grantee and Recipient. Duplicate pages as needed.)

Name of Contracting Party:
Name of Program: Hurricane Ida Grant Recovery Program

*Instructions: List each individual firm or contractor paid from this grant.

Name of Sub-contractor	Amount of Appropriation from Attachment A or A-1	Expenditures	Total Cumulative Year-to-Date Expenditures	Balance Remaining
Professional Services:	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
Totals	$ -	$ -	$ -	$ -

*NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment.

Certification

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Printed Name Title Date

ATTACHMENT E

(To be completed by each Grantee and Recipient. Duplicate pages as needed.)

Disclosure and Certification Statement

Act 167 of 2022 Regular Legislative Session

Grantee Name: St. Charles Parish

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

Name of Program: Hurricane Ida Recovery Grant Program

Organization Type: Local Government

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Matthew Jewell, Parish President
Grant Dussom, Chief Financial Officer
Carla Chiasson, Grants Officer

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

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

☐ I hereby certify that the appropriation made to the Grantee/Recipient does not in any way duplicate any prior federal disaster funds received through any Federal Law or program or insurance proceeds received for the purpose described herein.

☐ I hereby certify that the funds received will be used in accordance with Act 167 of the 2022 Regular Session of the Louisiana Legislature.

☐ I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Matt Jewell
Signature of Authorized Person

Matthew Jewell, Parish President
Print Name and Title

4/3/23
Date

ATTACHMENT E-1

(To be completed by contractors of Grantee's and Recipient's. Duplicate pages as needed.)

Disclosure and Certification Statement

Act 167 of 2022 Regular Legislative Session

Contracting Party Name:

Name of Program: Hurricane Ida Recovery Grant Program

Sub-Contractor's Name:

Sub-Contractor's Mailing Address:

Organization:

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (*Authorized person*)

Print Name and Title **Date**

State of Louisiana
Letter of Agreement
Attachment C

Progress Report for the Period of _____ to _____

Act 410 of 2023 Regular Legislative Session
(To be submitted for each individual project for an Eligible Entity. Duplicate pages as needed.)

Name of Grantee and/or Subrecipient:
Project Name:
FEMA Project ID (if applicable):
Parish: **select from dropdown**
Contact Name:
Telephone:

Description of Damaged Property(ies):	*[Insert Description Here]*
Description of Repair(s) Made:	*[Insert Description Here]*

Total Project Damages*	$ -

**If funds have not yet been obligated by FEMA for the project, please provide the total current estimated project damages.*

Anticipated Income or Revenue/please include insurance proceeds, and Federal disaster grants and loans of any nature relative to this project:

Sources: *(list all sources of revenue)*	Amounts
Insurance Proceeds	$ -
Received and/or Anticipated FEMA	$ -
	$ -
	$ -
	$ -
Total - All Sources	$ -

Total Uncovered Project Damages $ -

Cost of Repairs/Amounts Expended using Hurricane Ida Program Funds in Prior Reporting Periods:	Item(s): *[List Items Below]*	Amount: *[List Amounts Below]*
	Item 1:	$ -
	Item 2:	$ -
	Item 3:	$ -
	Item 4:	$ -
	Item 5:	$ -
	Item 6:	$ -
	Item 7:	$ -
	Item 8:	$ -
Total		$ -

Cost of Repairs/Amounts Expended using Hurricane Ida Program Funds in Current Reporting Period:	Item(s): *[List Items Below]*	Amount: *[List Amounts Below]*
	Item 1:	$ -
	Item 2:	$ -
	Item 3:	$ -
	Item 4:	$ -
	Item 5:	$ -
	Item 6:	$ -
	Item 7:	$ -
	Item 8:	$ -
Total		$ -

Total - Cost of Repairs using Hurricane Ida Program Funds $ -

Control Check: Variance (Remaining Uncovered Project Damages minus (-) Cost of Repairs using Hurricane Ida Program Funds in Reporting Period $ -

Certification
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Printed Name Title Date

State of Louisiana
Letter of Agreement
Attachment D

Cost Report for the Period of _____ to _____

Act 410 of 2023 Regular Legislative Session
(To be submitted for each Eligible Entity. Duplicate pages as needed.)

Name of Grantee and/or Subrecipient:
Parish: **select from dropdown**
Contact Name:
Telephone:
Fax:

Expense Category	Amount of Appropriation from Attachment A or A-1	Total Prior Period(s) Expenditures	Total Current Period Expenditures	Total Cumulative Expenditures	Balance Remaining
Operating Services:					
Advertising	$ -	$ -	$ -	$ -	$ -
Printing	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -
Maintenance of Equipment	$ -	$ -	$ -	$ -	$ -
Maintenance of Office and Grounds	$ -	$ -	$ -	$ -	$ -
Rentals	$ -	$ -	$ -	$ -	$ -
Software Licensing	$ -	$ -	$ -	$ -	$ -
Dues and Subscriptions	$ -	$ -	$ -	$ -	$ -
Telephones and Internet Service	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -
Utilities	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ -	$ -	$ -	$ -	$ -
Professional Services	$ -	$ -	$ -	$ -	$ -
Other Charges	$ -	$ -	$ -	$ -	$ -
Acquisitions & Major Repairs	$ -	$ -	$ -	$ -	$ -
Totals	$ -	$ -	$ -	$ -	$ -

Certification
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Printed Name Title Date

State of Louisiana
Letter of Agreement
Attachment D-1

Cost Report for the Period of _____ to _____

Act 410 of 2023 Regular Legislative Session
(To be submitted for each Eligible Entity. Duplicate pages as needed.)

Name of Grantee and/or Subrecipient:
Parish: **select from dropdown**
Name of Program: Hurricane Ida Recovery Fund Program
Contact Name:
Telephone:

Instructions: List each individual firm or contractor paid from this grant.

Name of Contractor	Prior Period(s) Expenditures Paid to Contractor	Current Period Expenditures Paid to Contractor	Total Cumulative Expenditures Paid to Contractor
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
Totals	$ -	$ -	$ -

NOTE: An Attachment E-1 must be submitted for any Contractor listed on this attachment.

Certification
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Printed Name Title Date

2023-0365
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 24-1-3

An ordinance approving and authorizing the execution of a Professional Services Agreement with MB3 Inc. D/B/A Civix, to perform consulting services for Right of Way Acquisition and Program Management (Project No. P230901), in the not to exceed amount of $150,000.00.

WHEREAS, St. Charles Parish desires to obtain a consultant for right of way acquisition and program management services for capital projects that require servitude or property acquisition; and,

WHEREAS, the services would be allocated on a task order basis describing scope of work specific to each capital project, schedule, and cost; and,

WHEREAS, the attached Professional Services Agreement between St. Charles Parish and MB3 Inc. D/B/A Civix, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and MB3 Inc. D/B/A Civix, for services as required by the Department of Public Works for Right of Way Acquisition and Program Management (Project No. P230901), in the not to exceed amount of $150,000.00, is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 9th day of January, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 10, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 10, 2024
AT: 10:58am RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____day of _____, 2024, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and MB3 INC. D/B/A CIVIX, a Delaware corporation authorized to do and doing business in the State of Louisiana, acting herein by and through its President, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for RIGHT OF WAY ACQUISITION AND PROGRAM MANAGEMENT Project No. P230901 as described in Ordinance No. 24-1-3 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

RIGHT OF WAY ACQUISITION AND PROGRAM MANAGEMENT
Project No. P230901

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract. If there is any use of Consultant's software and documentation, it is licensed for internal purposes, not sold, for the term of this Agreement. Consultant is the sole and exclusive owner of all right, title, and interest in the software and documentation, including all Intellectual Property Right, and derivatives thereof.

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon a monthly invoice based on the actual hours worked in accordance with the hourly rates provided in Attachment "C".

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

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

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

12.0 INSURANCE

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

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

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

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

12.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability $1,000,000.00 each person: $1,000,000.00 each occurrence. Property Damage Liability $1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

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

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

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

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

13.0 INDEMNIFICATION

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

14.0 LIMITATION OF LIABILITY

In no event, shall either Party be liable to the other for any punitive, special, incidental or consequential damages, lost profits or any other indirect damages even if that party has been informed of the possibility thereof. Notwithstanding any provision to the contrary contained in this agreement, and except for indemnification obligations and damages related to a Party's breach of its confidentiality obligations, a Party's maximum liability for any claim, to include breach of contract or tort (including negligence), arising under or otherwise related to this contract shall in no event exceed the value of the prior twelve months of payment for any claim. Nothing in this Section herein shall affect any other rights and remedies of the Parties as set forth in this Agreement, including the indemnification set forth in Section 13.0 above.

15.0 WARRANTY

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

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

16.0 EXCLUSIVE JURISDICTION AND VENUE

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

17.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D", if applicable

18.0 OTHER

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

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

WITNESSES:	ST. CHARLES PARISH
Billy Raymond	Matt Jewell
Kaye Hoffman	By: Matthew Jewell, Parish President
	1/10/24
	Date:
WITNESSES:	MB3 INC. D/B/A CIVIX
_____	_____
	By: Angele Romig
_____	_____
	Date:

ATTACHMENT "A"

RIGHT OF WAY ACQUISITION AND PROGRAM MANAGEMENT
Project No. P230901

Project Scope:

CONSULTANT shall perform or engage subconsultants to perform the scope of services described below. The scope of services for each assignment will be defined in the individual Task Order of that assignment.

a. Right of Entry for Surveys, Exploratory Investigations, and Construction
b. Title Research, Preparation of Tract Ownership Data/Abstracts of Title, and Mortgage Certificates
c. Title Opinions
d. Surveying, Right of Way Maps, Tract Plat Maps, and Legal Descriptions
e. GIS and Mapping Support Services
f. Permitting
g. Appraisal Plan, Appraisal Reports, Appraisal Reviews and Appraisal Updates
h. Document Preparation
i. Negotiations
j. Relocations
k. Curative Title
l. Check Requests and Receipts
m. Recordation
n. Expropriation Support Services
o. Cost Accounting
p. Meetings, Project Management, and Status Reporting

ATTACHMENT "B"

RIGHT OF WAY ACQUISITION AND PROGRAM MANAGEMENT
Project No. P230901

Project Schedule:

The schedule of services for each Task Order will be established at the time the Task Order is issued.

ATTACHMENT "C"

RIGHT OF WAY ACQUISITION AND PROGRAM MANAGEMENT
Project No. P230901

PROJECT COSTS:

The maximum limitation of this contract is not-to-exceed $ 150,000.00 . When a Task Order

is issued, a fee for the individual services will be identified. The total of all Task Orders cannot exceed the maximum limitation stated above.

BILLABLE RATES:

Employee Classifications	Billable Hourly Rate
Principal	$215.00
Project Manager	$150.00
Senior GIS/Mapping Technician	$135.00
Senior Planner	$145.00
Senior Land Specialist	$130.00
Land Specialist	$120.00
GIS/Mapping Technician	$110.00
Graphics Specialist	$100.00
Abstractor	$105.00
Junior Land Specialist	$85.00
Administrative	$75.00

The billable hourly rates provided above represent year 1 rates. An increase of three percent will occur in years 2 and 3.

ATTACHMENT "D"

RIGHT OF WAY ACQUISITION AND PROGRAM MANAGEMENT
Project No. P230901

2 CFR Part 200 - PROVISIONS FOR FEMA PUBLIC ASSISTANCE FUNDING - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) – Applies to all construction contracts - *"During the performance of this contract, the CONSULTANT agrees as follows:* The CONSULTANT will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. CONSULTANTs are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-.329) – Applies to all contracts - In the event of a declared emergency, CONSULTANTs are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. CONSULTANT shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I)) – Applies to all contracts - CONSULTANT that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

ACCESS TO RECORDS (2 CFR 200.336) – Applies to all contracts - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the CONSULTANT and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

RETENTION OF RECORDS (2 CFR 200.333) – Applies to all contracts - In the event of a declared emergency, CONSULTANT shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

ENERGY EFFICIENCY – Appendix II(H) – Applies to all contracts - CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plant (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) – Applies to all contracts - The CONSULTANT represents and warrants that it and its SubCONSULTANTs are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a CONSULTANT or SubCONSULTANT has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at https://www.sam.gov.

The CONSULTANT must notify the Owner in the event of it and its SubCONSULTANTs being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the CONSULTANT and/or its SubCONSULTANTs is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) – Applies to all contracts - The CONSULTANT and its SubCONSULTANTs will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the CONSULTANT purchases $10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was $10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

BONDING REQUIREMENTS (2 CFR 200.325) – Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = $250,000 as of 8/31/2020) – Bonding requirements include:

a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
b) A performance bond on the part of the CONSULTANT for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONSULTANT's obligations under such contract.
c) A payment bond on the part of the CONSULTANT for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

COPELAND "ANTI-KICKBACK" ACT (2 CFR 200 Appendix II (D)) – Applies to all construction or repair contracts in excess of $2,000.00 - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The CONSULTANT shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subCONSULTANTs with such regulations, and shall be responsible for the submission of affidavits required of subCONSULTANTs thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) – Applies to all contracts in excess of $10,000.00 - If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this contract shall, at the option of the Owner, become the Owner's property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the CONSULTANT, and the Owner may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Owner from the CONSULTANT is determined.
The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the contract is terminated by the Owner as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date.

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) – Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = $250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the CONSULTANT or the CONSULTANT's subCONSULTANTs may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E)) – Applies to all construction contracts greater than $100,000.00 where mechanics and laborers are employed - CONSULTANT shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G)) – Applies to all contracts greater than or equal to $150,000 - CONSULTANT shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
(b) Prohibitions.
  1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  2. Unless an exception in paragraph (c) of this clause applies, the CONSULTANT and its subCONSULTANTs may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
     i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
     ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or
     service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
     iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
     iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(c) Exceptions.
  1. This clause does not prohibit CONSULTANTs from providing—
     i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
     ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  2. By necessary implication and regulation, the prohibitions also do not apply to:
     i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
     ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
(d) Reporting requirement.
  1. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a subCONSULTANT at any tier or by any other source, the CONSULTANT shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  2. The CONSULTANT shall report the following information pursuant to paragraph (d)(1) of this clause:
     i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
     ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The CONSULTANT shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products - As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest
extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2023-0366
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. 24-1-4

An ordinance to amend the 2023 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

WHEREAS, the 2023 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 7, 2022 by Ordinance No. 22-11-1; and amended January 3, 2023 by Executive Order No. 2023-01; February 6, 2023 by Executive Order No. 2023-02; February 6, 2023 by Executive Order No. 2023-03; March 13, 2023 by Executive Order No. 2023-04; March 13 2023 by Executive Order No. 2023-05; April 24, 2023 by Executive Order No. 2023-06; April 26, 2023 by Executive Order No. 2023-07; May 2, 2023 by Executive Order No. 2023-08; May 3, 2023 by Executive Order No. 2023-09; May 9, 2023 by Executive Order No. 2023-10; July 10, 2023 by Ordinance No. 23-7-12; July 10, 2023 by Executive Order No. 2023-11; July 19, 2023 by Executive Order No. 2023-12; October 11, 2023 by Executive Order No. 2023-13; November 9, 2023 by Executive Order No. 2023-14; and,

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2023 as shown by the Revision Schedule.

NOW, THEREFORE, in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2023 St. Charles Parish Consolidated Operating and Capital Budget as amended, and that it be attached hereto and made a part hereof and identified as "Exhibit A" and "Exhibit B".

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 9th day of January, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostate
DLVD/PARISH PRESIDENT: January 10, 2024
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 10, 2024
AT: 10:58am RECD BY:

Exhibit A

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2023

Description	Original Budget	Last Adopted Budget	Current Year: Actual Year-to-Date (as of Oct 31th)	Current Year: Estimate Remaining for Year	Projected Actual Results at Year End	Over or Under 2023
BEGINNING FUND BALANCE	131,029,457	156,257,972			156,257,972	
Prior Period Adjustment	-	-			-	
FUND BALANCE - RESTATED	131,029,457	156,257,972			156,257,972	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	151,689,035	184,130,566	91,447,031	45,355,381	136,812,412	(47,318,154)
TOTAL MEANS OF FINANCING	282,718,492	340,388,538			293,070,384	
EXPENDITURES & OTHER FINANCING USES:						
PERSONAL SERVICES	40,744,527	40,744,827	28,986,058	8,569,016	37,555,074	(3,189,753)
OPERATING SERVICES	19,294,761	19,777,288	15,409,744	3,616,937	19,026,681	(720,607)
MATERIALS & SUPPLIES	6,220,162	6,220,162	4,845,838	1,447,309	6,293,147	72,985
OTHER CHARGES	858,527	943,538	378,830	106,096	484,926	(458,612)
DEBT SERVICE	2,679,903	2,679,903	2,396,616	286,986	2,683,602	3,699
CAPITAL OUTLAY	140,249,578	184,009,769	20,513,189	18,931,768	39,444,957	(144,562,809)
INTERGOVERNMENTAL	13,863,089	20,690,912	4,371,307	1,426,965	5,798,272	(14,892,640)
TRANSFERS	40,501,586	46,022,832	3,803,977	14,646,561	18,449,638	(27,573,194)
TOTAL	264,712,415	321,087,228	80,234,659	49,041,638	129,776,297	
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES	(113,023,380)	(136,956,662)			7,036,115	
ENDING FUND BALANCE	18,006,077	19,301,310			163,294,087	

Exhibit B

ST. CHARLES PARISH

PROPRIETARY FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2023

Description	Original Budget	Last Adopted Budget	Current Year: Actual Year-to-Date (as of Oct 31th)	Current Year: Estimate Remaining for Year	Projected Actual Results at Year End	Over or Under 2023
BEGINNING NET ASSETS:						
Invested in Capital Assets, Net of Debt	77,219,092	77,219,092			80,536,008	
Restricted for Debt Service	2,486,029	2,486,029			3,294,508	
Restricted for Capital Projects	10,634,879	10,634,879			13,940,613	
Unrestricted	31,589,130	31,589,130			9,967,629	
Prior Period Adjustment						
CURRENT YEAR REVENUES	40,932,319	49,932,319	30,144,424	5,063,249	35,107,673	(4,824,646)
EXPENDITURES:						
PERSONAL SERVICES	14,353,738	14,353,738	10,037,087	3,583,072	13,620,159	(733,599)
OPERATING SERVICES	16,727,143	16,727,143	8,170,892	2,474,565	10,645,457	(81,686)
MATERIALS & SUPPLIES	4,092,792	4,092,792	2,818,638	1,604,030	4,423,668	330,876
OTHER CHARGES	7,556,387	7,556,387	40,290	7,264,391	7,304,681	48,694
DEBT SERVICE	558,307	558,307	346,480	236,477	582,957	44,650
INTERGOVERNMENTAL	415,918	415,918	333,081	98,433	431,514	15,596
TRANSFERS	1,086,000	1,086,000	-	1,138,737	1,138,737	52,737
TOTAL EXPENDITURES	38,790,385	38,790,385	21,746,468	16,520,705	38,266,973	
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	2,142,014	2,142,014			(2,159,300)	
CAPITAL CONTRIBUTIONS	-	-			-	
CHANGES IN NET ASSETS	2,142,014	2,142,014			(2,159,300)	
ENDING NET ASSETS:						
Invested in Capital Assets, Net of Debt	83,764,797	83,764,797			86,196,990	
Restricted for Debt Service	2,697,873	2,697,873			2,955,846	
Restricted for Capital Projects	10,596,894	10,596,894			11,024,426	
Unrestricted	19,203,570	18,303,570			18,192,396	

2024-0018
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS)
RESOLUTION NO. 6744

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement by and between the State of Louisiana through the Office of Community Development and St. Charles Parish for funding in the amount of $15,000,000.00.

WHEREAS, as a result of severe storms and flooding in 2016, the U.S. Department of Housing and Urban Development allocated $1.2 billion in Community Development Block Grant Mitigation (CDBG-MIT) funds to the State of Louisiana for unmet mitigation needs throughout Louisiana; and,

WHEREAS, the State of Louisiana Office of Community Development launched the Louisiana Watershed Initiative (LWI) to pursue a statewide holistic approach to watershed management and to allocate the CDBG-MIT funds most effectively considering development patterns and flood risk levels; and,

WHEREAS, St. Charles Parish is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for CDBG-MIT funds and execute the proposed CDBG-MIT program; and,

WHEREAS, the LWI Local and Regional Projects and Programs Grant - Round 2 made available $100 million for eligible projects statewide to provide benefits to low-to moderate-income areas; and,

WHEREAS, in May 2023, pre-applications were submitted to the Local and Regional Projects and Programs Grant – Round 2 to request funding for the following mitigation projects: Fairfield and Oakland Pump Station Upgrades, Turtle Pond Pump Station Upgrades, Oak Street Pump Station Upgrades, and St. Rose Conveyance Improvements; and,

WHEREAS, on December 21, 2023, Conditional Award Letters were received from the Louisiana Watershed Initiative committing $9,230,000.00 in funding to the Turtle Pond Pump Station Upgrades and $5,770,000.00 in funding to the Fairfield and Oakland Pump Station Upgrades; and,

WHEREAS, the State of Louisiana Office of Community Development has prepared the necessary Cooperative Endeavor 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 support the execution of the Cooperative Endeavor Agreement by and between the State of Louisiana through the Office of Community Development and St. Charles Parish for funding in the amount of $15,000,000.00.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this grant award.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 9th day of January, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostate
DLVD/PARISH PRESIDENT: January 10, 2024
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 10, 2024
AT: 10:58am RECD BY:

2024-0032
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
RESOLUTION NO. 6745

A resolution confirming the appointment of Mr. Ryan E. Burks as a member of the Port of South Louisiana Commission.

WHEREAS, by virtue of R.S. 34:2471, the Parish President shall appoint one member to the Port of South Louisiana Commission, who shall be a resident of St. Charles Parish; and,

WHEREAS, said appointment requires the concurrence of two-thirds of the members of the St. Charles Parish Council and shall be subject to confirmation by the Senate.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby confirm and concur with the appointment of Mr. Ryan E. Burks, 42 Elmwood Drive, Destrehan, LA 70047, to the Port of South Louisiana Commission, serving a term concurrent with the appointing authority.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 9th day of January, 2024, to become effective five (5) days after publication in the Official Journal.

APPOINT Port of S LA (PP)

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostate
DLVD/PARISH PRESIDENT: January 10, 2024
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 10, 2024
AT: 10:58 am RECD BY:

2024-0033
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
RESOLUTION NO. 6746

A resolution confirming the appointment of Ms. La Sandra D. Wilson as a representative to the South Central Planning & Development Commission.

WHEREAS, by virtue of South Central Planning & Development Commission's amended By-Laws, St. Charles Parish shall have five representatives with the Chief Elected Official being automatically appointed. All other appointments shall be appointed by the Chief Elected Official representing business, labor, industry, minority groups, unemployed or underemployed; and,

WHEREAS, said appointment requires the concurrence of two-thirds of the members of the St. Charles Parish Council.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby confirm and concur with the appointment of Ms. La Sandra D. Wilson, 369 Pioneer Drive, Hahnville, LA 70057, to the South Central Planning & Development Commission, serving a term concurrent with the appointing authority.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 9th day of January, 2024 to become effective five (5) days after publication in the Official Journal.

APPOINT South Central Planning (PP 1st appt.)

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostate
DLVD/PARISH PRESIDENT: January 10, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 10, 2024
AT: 10:58 am RECD BY:

2024-0034
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
RESOLUTION NO. 6747

A resolution to confirm the appointment of Mr. Willie Comardelle as a representative to the South Central Planning & Development Commission.

WHEREAS, by virtue of South Central Planning & Development Commission's amended By-Laws, St. Charles Parish shall have five representatives with the Chief Elected Official being automatically appointed. All other appointments shall be appointed by the Chief Elected Official representing business, labor, industry, minority groups, unemployed or underemployed; and,

WHEREAS, said appointment requires the concurrence of two-thirds of the members of the St. Charles Parish Council.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby confirm and concur with the appointment of Mr. Willie Comardelle, 112 South Bayou Estates Drive, Des Allemands, LA 70030, to the South Central Planning & Development Commission, serving a term concurrent with the appointing authority.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 9th day of January, 2024 to become effective five (5) days after publication in the Official Journal.

APPOINT South Central Planning (PP 2nd appt.)

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 10, 2024
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT
RETD/SECRETARY: January 10, 2024
AT: 10:58 am RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: January 18, 2024

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89651-D
Date: Friday, December 22, 2023
REVERSE MORTGAGE FUNDING LLC
vs
THE UNOPENED SUCCESSION OF NORMAN J. LAROUSSE A/KIA NORMAN J. LAROUSSE A/K/A NORMAN LAROUSSE AND THE UNOPENED SUCCESSION OF VINEY NAQUIN LAROUSSE A/KIA VINEY NAQUIN LAROUSSE A/KIA VINEY N. LAROUSSE A/KIA VINEY LAROUSSE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:
FRIDAY, OCTOBER 15, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St Charles is held on WEDNESDAY, FEBRUARY 21, 2024, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, in the Parish of SL Charles, in that part thereof known as Luling Heights Subdivision, Section "B", according to a survey by E. M. Collier, Surveyor, dated May 9, 1968, said portion being designated as Lot 142 of Square "G", Lot 142, Square "G", is bounded by Barton Avenue, Lot 141, Lot 143 and the northern boundary line of the subdivision, and Lot 142 commences at a 'distance of 2165 feet from the corner, of Nola Street and Barton Avenue, and measures thence 6 I feet front on Barton A venue, the same width in the rear, by a depth of 120 feet between equal and parallel lines.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SEVEN AND 86 / 100 ($133,507.86) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: January 18, 2024
February 15, 2024
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91372-E
Date: Friday, December 22, 2023
WELLS FARGO BANK, N.A.
VS
DANIEL T. MOORE NK/A DANIEL MOORE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:
THURSDAY, MARCH 23, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 21, 2024, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
The property described in the Act of Mortgage is described as follows:
An that certain piece or portion of ground, together with all the improvements thereon, situated in the Parish of St. Charles, State of Louisiana, Section 6, Township 12 South, Rai.ge 8 East, identified as Lot KW-2 as approved by St. Charles Parish, Louisiana, June 19, 2000, per Resolution Number 4805, which is recorded at COB 570, folio 694. Said property is a portion of that previously identified as a portion of Lot C, Good Hope Plantation, St. Charles Parish, Louisiana, as shown on a survey by E.M. Collier, dated November 1945, attached to and made part of an act of sale from Joseph I. Granier to Irvin J. Granier, dated December 3, 1945, recorded on COB "DDD" of the records of St. Charles Parish, Louisiana.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
TWO HUNDRED EIGHT THOUSAND THREE HUNDRED NINETEEN AND 12 / 100 ($208,319.12) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: January 18, 2024
February 15, 2024
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

Request for Scenic River Permit on Bayou des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Ryan Clulee to construct a bulkhead and boathouse along Bayou des Allemands. Copies of the application can be reviewed at the LDWF main office, 2000 Quail Drive, Baton Rouge, LA. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should be mailed to LDWF Scenic Rivers Program, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: January 18, 25 and February 1, 2024

PLACE YOUR CLASSIFIED AD FOR LESS THAN YOU THINK

For more information
Contact Yvette Dunn
985-758-2795
or ydunn@lasmag.com

St. Charles HERALD GUIDE