

**ST. CHARLES PARISH PUBLIC NOTICES**



**Matthew Jewell**  
Parish President  
985-783-5000  
[president@stcharlesgov.net](mailto:president@stcharlesgov.net)



**La Sandra D. Wilson**  
Councilwoman, District I  
985-240-0213  
[lgordon@stcharlesgov.net](mailto:lgordon@stcharlesgov.net)



**Heather Skiba**  
Councilwoman, District II  
985-240-0083  
[hskiba@stcharlesgov.net](mailto:hskiba@stcharlesgov.net)



**Walter Pilié**  
Councilman, District III  
504-418-6814  
[wpilié@stcharlesgov.net](mailto:wpilié@stcharlesgov.net)



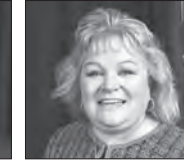
**Willie Comardelle**  
Councilman, District IV  
504-438-6159  
[wcomardelle@stcharlesgov.net](mailto:wcomardelle@stcharlesgov.net)



**Michelle O'Daniels**  
Councilwoman, District V  
504-438-6155  
[modaniels@stcharlesgov.net](mailto:modaniels@stcharlesgov.net)



**Bob Fisher**  
Councilman, District VI  
985-240-0172  
[bfisher@stcharlesgov.net](mailto:bfisher@stcharlesgov.net)



**Michele deBruler**  
Councilwoman, District VII  
504-919-9577  
[mdebruler@stcharlesgov.net](mailto:mdebruler@stcharlesgov.net)



**Michael A. Mobley**  
Councilman-At-Large,  
Division A  
985-603-4111  
[mmobley@stcharlesgov.net](mailto:mmobley@stcharlesgov.net)



**Holly Fonseca**  
Councilwoman-At-Large,  
Division B  
985-240-0031  
[hfonseca@stcharlesgov.net](mailto:hfonseca@stcharlesgov.net)

**Public Notice**

**ST. CHARLES PARISH**  
PROCUREMENT

SEALING BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UNTIL:  
**11:00a.m - February 13th, 2026**

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3RD FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD IN THE COUNCIL CHAMBERS, 2ND FLOOR OF THE ST. CHARLES PARISH COURTHOUSE FOR THE FOLLOWING BID(S):

- Bid# 1040 – 2 Year Contract for Limestone Pickup
  - Bid# 1041 – Purchase of Altoz 2026 TRX 766i Mowers
  - Bid# 1042 – 2 Year Contract for Limestone Delivery
- DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SAMANTHA PEARCE OR ALICE TOUCHARD AT THE PARISH COURTHOUSE (PHONE 985-783-5000) OR AN EMAIL REQUESTED TO [spearce@stcharlesgov.net](mailto:spearce@stcharlesgov.net) or [atouchard@stcharlesgov.net](mailto:atouchard@stcharlesgov.net). BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.
- ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, IN WHOLE OR IN PART, PURSUANT TO THE LAW.
- ST. CHARLES PARISH PROCUREMENT OFFICE  
P. O. BOX 302  
HAHNVILLE, LA 70057
- BID ADVERTISED:  
ST. CHARLES HERALD GUIDE  
January 29th, 2026  
February 5th, 2026

**Public Notice**

**ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, FEBRUARY 9, 2026, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:**

**2026-0023** (1/26/26, Jewell, G. Gorden)  
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the LA 18 Cast Iron Water Main Replacement, Phase III (Project No. WWKS 113), to decrease the contract amount by \$85,019.76.

**2026-0025** (1/26/26, Fonseca, Wilson, deBruler)  
An ordinance to amend St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-1 to revise the legal descriptions of Council Districts 1 and 7, in order to realign portions of Pit Road, Alexander Street, and Boutte Estates Drive, all south of Tinney Street into a single council district, all in accordance with Resolution No. 6874 and applicable redistricting laws.

**2026-0028** (1/26/26, Jewell, M. Albert)  
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-3 to C-3 on property designated as Lot 15-A, Block 6, Mosella Subdivision, 14183 & 14189 Highway 90, Boutte as requested by Brennen Friloux.

**2026-0038** (1/26/26, Jewell, C. Oubre)  
An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement with the St. Charles Fireman's Association, Inc. for funding from the settlement of the Louisiana State-Local Government Opioid Litigation in an amount not to exceed \$200,000.00 for the purchase of Lifeline ARM Chest Compression Systems with Accessories and LIFEPAK 1000 Graphical Display AEDS with Accessories for the nine (9) volunteer fire departments.

**2026-0039** (1/26/26, Jewell, B. Messerly)  
An ordinance approving and authorizing the execution of a Professional Service Agreement with Huseman & Associates, LLC, to perform engineering services for the SCP Courthouse - Electrical Replacement (Project No. GBCHEU26), in the not to exceed amount of \$79,855.00.

**2026-0041** (1/26/26, Jewell, M. Bingham)  
An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Sunset Screen Cleaner (Project No. P080905-11C), to decrease the contract amount by \$192,662.65 and decrease the contract time by one hundred twenty-nine (129) days.

**PUBLISH: January 29, 2026  
February 5, 2026**

**Public Notice**

**PLANNING & ZONING COMMISSION**  
THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON FEBRUARY 5, 2026 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

**2026-1-MIN** requested by ICG Investing LLC & Blake Lorio for a resubdivision of two lots into two, **313 & 315 River Ridge Drive, Boutte**, Zoning District R-1A, Council District 4.

**2026-2-MIN** requested by Gaynell Ayo for a resubdivision of one lot into two, **Luke Drive, Bayou Gauche**, Zoning District R-1A(M), Council District 4.

**2026-1-SPU** requested by GM Elite Co. for Automobile Fleet Services in a C-3 zoning district, **150 Almedia Plantation Drive, St. Rose**, Council District 5.

**2026-1-ORD** requested by **Walter Pilié, Councilman, District III & Michelle O'Daniels, Councilwoman, District V** to amend the St. Charles Parish Zoning Ordinance of 1981, Section VII – Supplemental use and performance regulations, Large Solar Energy Systems (LSES).

ALTERNATE DATE: 2/12  
PUBLISH: 1/22, 1/29, 2/5

**Public Notice**

**COASTAL ZONE ADVISORY COMMITTEE**  
The St. Charles Parish Coastal Zone Advisory Committee will meet on February 10, 2026 at 12:00 p.m. in the Council Chamber of the Parish Courthouse located at 15045 River Road, Hahnville to hear:

- Item 1: Presentation by BTNEP
- Item 2: CZAC Presentation by CZM
- Item 3: Manager's Briefing
- Item 3: Old Business
- Item 4: Announcements
- Item 5: Public Comment

ALTERNATE DATE: N/A  
PUBLISH: 02/05

**Public Notice**

*You and I... We are*

**ADVERTISEMENT FOR BIDS**

**A. PROJECT IDENTIFICATION**

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

**HAHNVILLE HIGH ATHLETIC FIELD PARKING & SIDEWALK IMPROVEMENTS**

Bids will be received at the St. Charles Parish Schools Central Office Board Room, 13855 River Road, Luling, Louisiana 70070 at **2:00 P.M., LOCAL TIME, Wednesday, February 18, 2026**, at which time the bids will be publicly opened and read aloud in the Board Room.

**B. BID DOCUMENTS AND DEPOSITS**

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at [www.centralbidding.com](http://www.centralbidding.com). Printed copies may be obtained from **Infinity Engineering Consultants, LLC** (504-304-0548) upon payment of a deposit of \$100.00 for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders.

Bidding documents are also available at [www.ecps.org](http://www.ecps.org) under "Resources;" select "Online Bids, RFP's."

All other questions regarding the scope of work of the project should be directed to the Project Engineer in writing via email only: [sbjert@infinityec.com](mailto:sbjert@infinityec.com)

**C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS**

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

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

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

**D. REJECTION OF BIDS**

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

**E. PRE-BID CONFERENCE**

A **PRE-BID CONFERENCE** will be held at the St. Charles Parish Schools Board Room, 13855 River Road, Luling, LA 70070 on **Tuesday, February 10, 2026, at 2:00 p.m.** Attendance at this pre-bid conference is **Mandatory**.

**F. ADVERTISEMENT DATES**

LEGAL AD TO RUN: January 22, 2026  
January 29, 2026  
February 5, 2026

St. Charles Parish Public Schools  
Scott Cody, President  
Dr. Ken Oertling, Superintendent  
13855 River Road, Luling, LA 70070

**Public Notice**

Anyone knowing the whereabouts of the heirs and/or legatees of **WILLIAM HOWARD**, please contact Attorney Caitlyn Mayer at (504) 468-1100 or email [cailtyn@bohannanlaw.com](mailto:cailtyn@bohannanlaw.com).

Publish: January 29 & February 5, 2026

**Public Notice**

Anyone knowing the whereabouts of **ROSA KELLI BORDELON**, please contact Attorney Caitlyn Mayer at (504) 468-1100 or email [cailtyn@bohannanlaw.com](mailto:cailtyn@bohannanlaw.com).

Publish: February 5 & 12, 2026

**Public Notice**

Anyone knowing the whereabouts of the heirs and/or legatees of **PIERRE A. SMITH**, please contact Attorney Caitlyn Mayer at (504) 468-1100 or email [cailtyn@bohannanlaw.com](mailto:cailtyn@bohannanlaw.com).

Publish: February 5 & 12, 2026

**Public Notice**

Anyone knowing the whereabouts of the heirs and/or legatees of **CARRIE BRIGHT HOWARD**, please contact Attorney Caitlyn Mayer at (504) 468-1100 or email [cailtyn@bohannanlaw.com](mailto:cailtyn@bohannanlaw.com).

Publish: February 5 & 12, 2026

**Public Notice**

Anyone knowing the whereabouts of the heirs and/or legatees of **TAFT W. SMITH**, please contact Attorney Caitlyn Mayer at (504) 468-1100 or email [cailtyn@bohannanlaw.com](mailto:cailtyn@bohannanlaw.com).

Publish: February 5 & 12, 2026

**Public Notice**

**I. Levar Montrelle Doughty**, have been convicted of **Forcible Rape**, Date of Conviction: 05/24/1999. My address is: 256 Beck St, Ama, LA 70031

RACE: Black  
SEX: Male  
DOB: 09/15/1982  
HGT: 5'9"  
WGT: 179  
HAIR COLOR: Black  
EYE COLOR: Brown

PUBLISH: February 5 and 12, 2026

**Sheriff's Sale**

**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 94337-D**  
**Date: Wednesday, January 07,**  
**2026**  
**FCI LENDER SERVICES, INC.**  
**VS**  
**TABATHA BEAUVAIS A/KIA**  
**TABATHA KAY**  
**BEAUVAIS**  
**GREG CHAMPAGNE, SHERIFF**  
**P.O. Box 426**  
**HAHNVILLE, LA 70057**  
**Parish of ST. CHARLES**  
**29th Judicial District Court**  
**State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JUNE 18, 2024, 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, MARCH 11, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, Gassen Villa, bounded by Mimosa Avenue, U.S. Highway 90, St. Anthony Street and Birch Street, designated as Lot H on map filed at entry number 441570, COB 878, page 410, St. Charles Parish, Louisiana, and more fully described as follows:

Commence at the intersection of the Northerly right-of-way line of Birch Street and the Easterly right-of-way line of Mimosa Avenue, measure thence North 19 degrees East a distance of 135 feet to a point. Thence South 71 degrees East a distance of 138 feet to a point, the point of beginning, continue South 71 degrees east a distance of 102 feet to a point; thence North 19 degrees East a distance of 34 feet; thence North 71 degrees West a distance of 102 feet to a point; thence South 19 degrees West a distance of 34 feet to a point, the point of beginning, all as more fully shown as Lot H on a survey by R.W. Krebs, Professional Land Surveyor, dated October 1, 2018, recorded in COB 878, page 410, St. Charles Parish, LA. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

**ONE HUNDRED AND THIRTY-EIGHT THOUSAND FIVE HUNDRED AND FORTY-FIVE AND SIXTY-NINE (\$138,545.69) 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.**

**PUBLISH ON: February 5, 2026**  
**March 5, 2026**  
**GREG CHAMPAGNE-SHERIFF**  
**& EX-OFFICIO TAX COLLECTOR**  
**ST. CHARLES PARISH**  
**ATTORNEY FOR PLAINTIFF:**  
**Cris Jackson**  
**935 Gravier Street, Suite 1400**  
**New Orleans, LA 70112**  
**504-581-9444**  
**SCSO-CIV-209-0402**

**Public Notice**

ORDINANCES AND RESOLUTION ADOPTED AT THE MEETING OF JANUARY 12, 2026, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



**St. Charles Parish**

**Meeting Minutes**

**Parish Council**

**Final**

**Council Chairman Walter Pilié**  
**Councilmembers Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson,**  
**Heather Skiba, Willie Comardelle, Michelle O'Daniels,**  
**Bob Fisher, Michele deBruler**

St. Charles Parish  
 Courthouse  
 15045 Highway 18  
 P.O. Box 302  
 Hahnville, LA 70057  
 985-783-5125  
 www.stcharlesparish.gov

Monday, January 12, 2026 6:00 PM Council Chambers, Courthouse

**ATTENDANCE**

**Present** 9 - Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, and Michele deBruler

**Also Present**

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mika Palamone, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussone, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Planning & Zoning Director Michael Albert, Parks and Recreation Director Duane Forest, Luis Martinez, GIS Specialist, Michelle Impastato, Council Secretary

**CALL TO ORDER**

**PRAYER / PLEDGE**

Pastor Zachary Adams  
 Lord's House Community Church, Luling

**APPROVAL OF MINUTES**

A motion was made by Councilmember deBruler, seconded by Councilmember Skiba, to approve the minutes from the regular meeting of December 15, 2025. The motion carried by the following vote:

**Yes:** 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler  
**Yes:** 0

**SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

**2026-0001**

In Recognition: Councilwoman Holly Fonseca, 2025 Council Chairman

**Sponsors:** Mr. Pilié  
**Read**

**2026-0002**

In Recognition: Councilman Walter Pilié, 2025 Council Vice-Chairman

**Sponsors:** Ms. deBruler  
**Read**

**2026-0003**

Proclamation: Martin Luther King, Jr. Day

**Sponsors:** Ms. Wilson  
**Read**

**2026-0019**

Proclamation: "Delta Sigma Theta Sorority Incorporated Founders Day"

**Sponsors:** Mr. Jewell  
**Read**

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

**2025-0364**

River Parishes Transit Authority  
 Ms. Stacy Van Sickle, General Manager, RPTA-SE, reported.  
 Councilwoman deBruler spoke on the matter.  
 Ms. Van Sickle spoke on the matter.  
 Councilwoman Wilson spoke on the matter.  
**Reported**

**2026-0004**

GIS (Geographic Information Systems)  
 Mr. Luis Martinez, Geographic Information System Specialist, reported.  
 Chairman Pilié spoke on the matter.  
 Mr. Martinez spoke on the matter.  
 Councilwoman Fonseca spoke on the matter.  
**Reported**

**2026-0005**

Parish President Remarks/Report  
**Sponsors:** Mr. Jewell  
 Parish President Matthew Jewell reported.  
**Reported**

**IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN PILIÉ AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JANUARY 26, 2026, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:**

**2025-0401**

An ordinance approving and authorizing the execution of a Contract with Curranco, LLC, for the Primrose Canal Cleaning and Improvements - Phase 1B (Project No. P210202), in the amount of \$1,507,785.04.  
**Sponsors:** Mr. Jewell and Department of Public Works  
 Publish/Scheduled for Public Hearing to the Parish Council on January 26, 2026

**2026-0018**

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO OVERNIGHT PARKING" signs on Weinnig Drive in Luling.  
**Sponsors:** Ms. Skiba  
 Publish/Scheduled for Public Hearing to the Parish Council on January 26, 2026

**2026-0022**

An ordinance approving and authorizing the execution of a Temporary and Permanent Right-of-Way, Easement and Servitude Agreement by the Parish President for the granting of same to International-Matex Tank Terminals, LLC, adjacent to and under Abadie Lane, St. Rose, Louisiana as described in the attached Agreement with Exhibits A and B.  
**Sponsors:** Mr. Jewell and Department of Public Works  
 Publish/Scheduled for Public Hearing to the Parish Council on January 26, 2026

**ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)**

**2025-0377**

An ordinance approving and authorizing the execution of Change Order No. 1 for the Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), to decrease the contract amount by \$18,262.50.  
**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**

**VOTE ON THE PROPOSED ORDINANCE**

**Yes:** 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler  
**Yes:** 0  
 Enactment No: 26-1-1

**2025-0391**

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Public Defenders Office (a/k/a 29TH Judicial District Indigent Defender) for funding from the settlement of the Louisiana State-Local Government Opioid Litigation in the amount of \$80,000.00 per year to the St. Charles Parish Public Defenders Office to pay the office to provide services for a Drug Court Attorney/Legal Representative for the Drug Court Program.

**Sponsors:** Mr. Jewell

**Reported:**  
 Parish President Recommended: Approval  
 Legal Services Director Corey Oubre spoke on the matter.

**Speakers:**

Mr. Fenwick Swann, District Public Defender, St. Charles Parish Public Defenders, Luling

**Public Hearing Requirements Satisfied**

**Council Discussion:**  
 Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yes:** 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler  
**Yes:** 0  
 Enactment No: 26-1-2

**2025-0392**

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, LLC, for the Ormond Center Drainage Improvements (Project No. P190505), in the amount of \$3,097,730.00.

**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:**  
 Mr. Bingham spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yes:** 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler  
**Yes:** 0  
 Enactment No: 26-1-3

**2025-0393**

An ordinance approving and authorizing the execution of a Professional Services Agreement with Barowka and Bonura Engineers & Consultants (BBEC), LLC, to perform engineering services for the Ormond CN Railway Culverts (Project No. P200801), in the not to exceed amount of \$1,097,231.00.

**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:**  
 Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yes:** 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler  
**Yes:** 0  
 Enactment No: 26-1-4

**2025-0394**

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for East Bank Bridge Park Improvements (Project No. RECEB123), to increase the contract amount by \$63,294.80 and increase the contract time by one hundred thirty-four (134) days.

**Sponsors:** Mr. Jewell and Department of Parks and Recreation

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

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

**Yes:** 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler  
**Yes:** 0  
 Enactment No: 26-1-5

**2025-0395**

An ordinance approving and authorizing the execution of a Contract with Hard Rock Construction, LLC, for the Kinler Lift Station Replacement (Project No. S220801), in the amount of \$624,712.60.

**Sponsors:** Mr. Jewell and Department of Wastewater

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

**Public Hearing Requirements Satisfied**

**Council Discussion:**  
 Mr. deGeneres spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yes:** 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler  
**Yes:** 0  
 Enactment No: 26-1-6

*Councilman Fisher exited the meeting.*

**2025-0396**

An ordinance approving and authorizing the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements - Phase 1B (Project No. P210202), in the amount not to exceed \$56,926.83.

**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**

**VOTE ON THE PROPOSED ORDINANCE**

**Yes:** 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruler  
**Yes:** 0  
**Absent:** 1 - Fisher

Enactment No: 26-1-7

*Councilman Fisher returned to the meeting.*

**2025-0398**

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance 25-2-13, which approved the Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for Capital Project Testing and Inspection (Project No. P250107), in the amount not to exceed \$250,000.00, increasing the overall contract value to \$500,000.00.

Reported: Mr. Jewell and Department of Public Works
Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied
Council Discussion
Mr. Bingham spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0
Enactment No. 26-1-8

2025-0399
An ordinance to approve and authorize the execution of a Consulting Agreement between Adams and Reese, LLP and St. Charles Parish for federal governmental affairs representation.
Reported: Mr. Jewell and Department of Legal Services
Legal Services Department Recommended: Approval
Public Hearing Requirements Satisfied
Council Discussion
Parish Jewell spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0
Enactment No. 26-1-9

2025-0400
An ordinance to approve and authorize the execution of a Consulting Agreement between Connick and Associates, LLC and St. Charles Parish for state governmental affairs representation.
Reported: Mr. Jewell and Department of Legal Services
Legal Services Department Recommended: Approval
Public Hearing Requirements Satisfied
Council Discussion
Parish Jewell spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0
Enactment No. 26-1-10

APPOINTMENTS

2025-0329
A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District II Representative.
Nominee: Councilwoman Skiba nominated Mr. Victor Buccola
Nomination(s) Accepted
A motion was made by Councilmember Comardelle, seconded by Councilmember deBruler, to Close Nomination(s) for File No. 2025-0329. The motion carried by the following vote:
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0
Nomination(s) Closed

2025-0360
A resolution appointing Ms. Barbara Fuselier to the South Central Louisiana Human Services Authority Board.
VOTE ON THE APPOINTMENT OF MS. BARBARA FUSELIER
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0
Enactment No. 6863

2026-0013
Council Ex-Officio Appointment of Councilwoman Holly Fonseca to the St. Charles Parish Library Board of Control.
Chairman Pilié named Councilwoman Holly Fonseca as the Ex-Officio Member to the St. Charles Parish Library Board of Control.
Confirmed

2026-0015
Accept resignation of Mr. Emile Broussard, III - River Parishes Transit Authority
Resignation Accepted. The motion carried by the following vote:
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0
Resignation Accepted

2026-0016
A resolution appointing a member to the River Parishes Transit Authority.
Sponsors: Mr. Mobley, Ms. Fonseca, Ms. Wilson, Ms. Skiba, Mr. Pilié, Mr. Comardelle, Ms. O'Daniels, Mr. Fisher and Ms. deBruler
Vacancy Announced

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2026-0006
Appointment of Councilman Walter Pilié as Chairman to the Operations, Maintenance, and Construction Management Committee
Council Chairman named Councilman Walter Pilié to act as Chairman.
Confirmed

2026-0007
Appointment of Councilman Bob Fisher as Chairman to the Legislative Committee
Council Chairman named Councilman Bob Fisher to act as Chairman.
Confirmed

2026-0008
Appointment of Councilwoman Michelle O'Daniels as Chairman to the Contract/Finance and Administrative Committee
Council Chairman named Councilwoman Michelle O'Daniels to act as Chairman.
Confirmed

2026-0009
Appointment of Councilman Willie Comardelle as Chairman to the Special Projects/Public Safety, Health, and Environmental Committee
Council Chairman named Councilman Willie Comardelle to act as Chairman.
Confirmed

2026-0010
Appointment of Councilwoman Holly Fonseca as Chairman to the Hurricane Protection Projects Committee
Council Chairman named Councilwoman Holly Fonseca to act as Chairman.
Confirmed

ADJOURNMENT

A motion was made by Councilmember O'Daniels, seconded by Councilmember Fisher, to adjourn the meeting at approximately 7:36 pm. The motion carried by the following vote:
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish: February 5, 2026

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JANUARY 26, 2026, 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.

2025-0401
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 26-1-11
An ordinance approving and authorizing the execution of a Contract with Curranco, LLC, for the Primrose Canal Cleaning and Improvements - Phase 1B (Project No. P210202), in the amount of \$1,507,765.04.

WHEREAS, Ordinance No. 21-3-2 adopted on March 15, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Bryant Hemmett & Associates, LLC for providing all necessary surveying services for the Primrose Canal Cleaning and Improvements Project (P210202), in the lump sum amount of \$39,810.00; and,

WHEREAS, Ordinance No. 22-3-11 adopted on March 21, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements (Project No. P210202), in the amount not to exceed \$637,824.00; and,

WHEREAS, Ordinance No. 23-11-4 adopted November 6, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 21-3-2, which approved the Professional Services Agreement with Bryant Hemmett & Associates, LLC for providing all necessary surveying services for the Primrose Canal Cleaning and Improvements (Parish Project No. P210202), in the amount of \$27,860.00, increasing the overall contract value to \$87,670.00; and,

WHEREAS, Ordinance No. 23-12-11 adopted December 18, 2023, by the St. Charles Parish Council, approved and authorized 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; and,

WHEREAS, Phase 1A is now complete and St. Charles Parish is ready to begin Phase 1B; and,

WHEREAS, sealed bids were received by St. Charles Parish on December 9, 2025, for the Primrose Canal Cleaning and Improvements - Phase 1B (Project No. P210202); and,

WHEREAS, C. H. Fenstermaker & Associates, L.L.C., has reviewed the bids and recommends that the Contract be awarded to the lowest responsive and responsible bidder, Curranco, LLC, in the amount of \$1,507,765.04.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Curranco, LLC for the construction of Primrose Canal Cleaning and Improvements - Phase 1B (Project No. P210202), is hereby approved and accepted in the amount of \$1,507,765.04.

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

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

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

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

And the ordinance was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 26, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET'D SECRETARY: January 26, 2026
AT: 7:15pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 26th day of January, 2026, by Curranco, LLC, hereinafter called the "Contractor", whose business address is 2126 Peters Road, Harvey, LA 70058 and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: Primrose Canal Cleaning and Improvements - Phase 1B
Project Number: P210202

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: C. H. Fenstermaker & Associates, L.L.C.

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated October 17th 2025, Addenda number(s) 1 and 2, respectively dated November 25th and December 2nd, 2025, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The Work is generally described as follows: Stabilization of existing drainage canal banks by the installation of steel sheet piles along the top banks, clearing and grubbing trees and vegetation along the top bank, grading the top bank with appropriate fill material to ensure the positive flow of water over the steel sheet piles into the drainage canal, and remove existing structures and obstructions within the construction limits. In addition, the rerouting of pump station discharge lines at the Lagattuta Pump Station.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by C. H. Fenstermaker & Associates, L.L.C. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within 45 working days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand dollars \$1,000 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
a) (\$1,507,765.04) One-million five-hundred and seven thousand seven-hundred sixty-five Dollars and four Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Numbers (1) ONE to (2) TWO (inclusive))
h) Contract documents bearing the general title "Contract Documents and Specifications for Project No. P210202 - Primrose Canal Cleaning and Improvements - Phase 1B" dated October 17<sup>th</sup>, 2025.
i) Drawings, consisting of a cover sheet dated October 2025 and the sheets listed on Drawing Title Sheet Primrose Canal Cleaning and Improvements - Phase 1B; each sheet bearing the following general title:

PRIMROSE CANAL CLEANING AND IMPROVEMENTS

j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

9.01 No assignment by a party hereto of any rights under or interests in the Contract

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

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

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

9.04 In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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

OWNER: Parish of St. Charles
By: [Signature]
Title: Parish President

CONTRACTOR:
By: [Signature]
Title: President

ATTEST:
By: [Signature]
Title: Council Secretary

ATTEST:
By: [Signature]
Title: Project Manager

2026-0018
INTRODUCED BY: HEATHER SKIBA, COUNCILWOMAN, DIVISION II
ORDINANCE NO. 26-1-12

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO OVERNIGHT PARKING" signs on Weinnig Drive in Luling.

WHEREAS, vehicles obstructing the passage of moving vehicular traffic poses a threat to the health, safety, and welfare of the general public in the event that emergency vehicles are obstructed in responding to an emergency; and,

WHEREAS, vehicles parking on this street obstruct the passage of moving vehicular traffic including school buses, garbage trucks, and other vehicles to pass; and,

WHEREAS, no overnight parking signs are needed on both sides of this street in order to eliminate the safety hazard and danger to residents.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that "NO OVERNIGHT PARKING" signs be installed on Weinnig Drive in Luling.

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, DEBRULEE
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Lapadula
DLVD/PARISH PRESIDENT: January 26, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: January 26, 2026
AT 7:15 pm RECD BY: [Signature]

2026-0022
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 26-1-13

An ordinance approving and authorizing the execution of a Temporary and Permanent Right-of-Way, Easement and Servitude Agreement by the Parish President for the granting of same to International-Matex Tank Terminals, LLC, adjacent to and under Abadie Lane, St. Rose, Louisiana as described in the attached Agreement with Exhibits A and B.

WHEREAS, Abadie Lane located in Oaklawn Subdivision which was developed and accepted by St. Charles Parish on December 19, 2000; and,

WHEREAS, International-Matex Tank Terminals, LLC desires to purchase a perpetual and temporary pipeline servitude for a 10-inch pipeline to transport food-grade vegetable oil from Bunge Chevron to their storage facility in St. Rose, Louisiana; and,

WHEREAS, said pipeline will be installed by Horizontal Directional Drilling; and, the appraised value of the perpetual servitude is \$14,858.00; and, WHEREAS, International-Matex Tank Terminals, LLC, has offered to purchase both the temporary and perpetual servitude in the amount of \$16,439.50.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Council hereby approves the Temporary and Perpetual Right-of-Way, Easement and Servitude Agreement, attached herein, located adjacent to and under Abadie Lane and as described in said Agreement in the amount of \$16,439.50.

SECTION II. That the Parish President is further hereby authorized to execute any and all documents deemed necessary for the purpose of accomplishing the intent of this Ordinance in granting said Right-of-Way, Easement and Servitude as depicted in the attached 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, DEBRULEE
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 26th day of January, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Lapadula
DLVD/PARISH PRESIDENT: January 26, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: January 26, 2026
AT 7:15 pm RECD BY: [Signature]

ABOVE SPACE FOR RECORDER'S USE

Project Hulk
Tract No.: LA-SC-0020.00100
St. Charles Parish, Louisiana

RIGHT-OF-WAY, EASEMENT AND SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS that:

ST. CHARLES PARISH, a government body organized under the laws of the state of Louisiana, whose mailing address is P.O. Box 302, Hahnville, LA 70057, appearing herein through Matthew Jewell, its duly authorized representative, (hereinafter "GRANTOR" whether one or more),

does hereby agree as follows:

1. THE GRANT AND USE: For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and, sufficiency of which are hereby acknowledged, GRANTOR does hereby grant, sell, and convey to INTERNATIONAL-MATEX TANK TERMINALS LLC, a Delaware limited liability company (hereinafter "GRANTEE"), whose mailing address is 400 Poydras Street, Suite 3000, New Orleans, Louisiana 70130, Attn: Clay Bland, and its successors and assigns, the following permanent right(s)-of-way, easement(s), and servitude(s), which collectively, together with the Temporary Workspaces (as defined below), shall constitute one servitude under Louisiana law (hereafter, the "Servitude"), through and under lands situated in St. Charles Parish, Louisiana, more particularly described on Exhibit "A" attached hereto (the "Property"): a right-of-way and servitude thirty feet (30') in width designated and shown as "P.E.R.W." on the drawing attached hereto and made part hereof as Exhibit "B," (the "Plat"), including Detail "R.O.W. Detail" thereof, to construct, install, operate, inspect, maintain, protect, repair, modify, replace, relocate, substitute, change the size of, reconstruct, realign, improve, renew, access, patrol, change route or routes, abandon in place or remove at will, and environmentally remediate at will, a 10-inch pipeline to transport food-grade vegetable oil from Bunge Chevron to a storage location at GRANTEE's facility in St. Charles Parish, Louisiana.

The construction, installation, operation, inspection, maintenance, protection, repair, modification, replacement, relocation, substitution, changing the size of, reconstructing, realignment, improvement, renewing, accessing, patrolling, changing the route or routes of, abandoning in place, removal at will, or environmentally remediating any of the pipeline, appurtenances, facilities and other equipment described in this Section 1, or exercise by GRANTEE of any other right under this Right-of-Way, Easement, and Servitude Agreement (this "Agreement"), shall each constitute and be defined as a "Use" for purposes of this Agreement (collectively, "Uses").

2. TEMPORARY WORKSPACES: During the time of construction, repairing, alteration, replacement, maintaining, removal, or other Uses which may require temporary work space with respect to said pipeline, appurtenances, facilities and other equipment, GRANTEE shall have the right to use a temporary work space of twenty feet (20') in width along and parallel with the Servitude described in Section 1 above, or as depicted in Detail "R.O.W. Detail" of the Plat, whichever is greater. During the exercising of the rights herein granted GRANTEE shall have the right to use additional temporary work spaces along said rights-of-way at the crossing of roadways (public or private), railroads, waterbodies of any land, either pipeline or similar structures (manmade or natural) or uneven terrain, or as depicted on the Plat, whichever is greater. All of the foregoing temporary workspaces being collectively referred to herein as the "Temporary Workspaces."

3. INGRESS AND EGRESS: GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limiting same, to the free and full right of ingress and egress over and across the Property, including the full use of all roadways (now existing or which may be hereafter constructed on the Property), to and from the Servitude (collectively "Ingress and Egress Areas").

4. RIGHT TO CLEAR: GRANTEE shall have the right from time to time to mow, clear, and maintain the Servitude Areas (as defined below), and the Ingress and Egress Areas, which rights shall include the right to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the rights of GRANTEE under this Agreement.

5. PAYMENT OF DAMAGES: GRANTEE hereby agrees to pay GRANTOR for all actual damages to growing crops, timber, fences, buildings, livestock, or any other improvements of GRANTOR which may arise from GRANTEE'S exercise of its rights under the terms of this Agreement. However, after the pipeline, appurtenances, facilities and equipment have been constructed hereunder, GRANTEE shall not be liable for such damages in the future in connection with keeping the Servitude Areas clear of trees, undergrowth, brush, structures, or any other obstructions. GRANTEE shall not be liable to GRANTOR or its respective directors, employees, affiliates, partners, or agents, as applicable, in any action or claim for consequential, special, incidental, indirect or punitive damages, including, without limitation, loss of profit, production, revenues, use or other damages attributable to business interruption, whether such action or claim is based on contract, negligence (either sole or concurrent), strict liability or other tort theory, statute, or otherwise, and to the extent permitted by law, any statutory remedies which are inconsistent with the provisions of this Agreement are waived.

6. FULL COMPENSATION OF TENANT: GRANTOR agrees that if any tenants are occupying or utilizing all or any portion of the Property comprising the Servitude Areas, through either a written or verbal agreement, GRANTOR has been compensated and will assume and provide adequate compensation for the same at GRANTOR's sole cost and expense.

7. REPRESENTATIONS BY GRANTOR: GRANTOR hereby represents and warrants to GRANTEE that it owns the Property in fee simple, that the Property is subject to no liens or encumbrances whatsoever and that GRANTOR is fully authorized and empowered to grant the rights and benefits granted to GRANTEE in this Agreement. GRANTOR understands and agrees that the person securing this grant on GRANTEE'S behalf is without authority from GRANTEE to make any agreement not herein expressed in writing, and GRANTOR has not relied upon any verbal representations not expressly reduced to writing in this Agreement.

8. GRANTOR MORTGAGE PROVISION: GRANTOR hereby agrees, that if a mortgage is found to exist or is later granted by GRANTOR which affects the Property subject to this Agreement, (a) GRANTOR shall notify GRANTEE in writing of any default thereunder, and (b) GRANTEE shall have the right, but not the obligation, to cure any default under such mortgage and contact such GRANTOR's mortgagee directly. If GRANTEE cures such default on behalf of GRANTOR, GRANTOR shall reimburse GRANTEE upon demand for all expenses and costs incurred by GRANTEE in connection with such cure.

9. RESTRICTIONS ON GRANTOR'S USE: GRANTOR waives and releases any right to use the surface or subsurface of the Property in a manner that could interfere with GRANTEE'S use as specified herein in Paragraph 1. Neither GRANTOR, nor anyone acting on GRANTOR'S behalf or GRANTOR'S permission, may use any part of the Servitude Areas or Ingress and Egress Areas if such use may damage, destroy, injure, and/or interfere with the GRANTEE'S Use of the Servitude, Servitude Areas, or Ingress or Egress Areas as specified herein. GRANTOR, and anyone acting on behalf of GRANTOR or with GRANTOR'S permission, shall not conduct any of the following activities on the Servitude Areas or Ingress and Egress Areas without the written permission of GRANTEE: (1) drill or operate any well, or conduct exploratory operations; and (2) plant trees or landscaping that would interfere with GRANTEE'S use of the servitude. GRANTOR further agrees that no above or below ground obstruction that may interfere with the purposes for which the Servitude is being acquired may be placed, erected, installed, or permitted upon the Servitude Areas or Ingress and Egress Areas without the written permission of GRANTEE. If the terms of this Section are violated, such violation shall immediately be eliminated upon receipt by GRANTOR of written notice from GRANTEE or GRANTEE shall have the immediate right to correct or eliminate such violation at the sole expense of GRANTOR. GRANTOR shall promptly reimburse GRANTEE for any expense related thereto. GRANTOR further agrees that it will not interfere in any manner with the purposes for which the Servitude is conveyed. Any improvements, whether

above or below ground, installed by GRANTOR that are not in compliance with this Section 9 subsequent to the Effective Date, may be removed by GRANTEE without liability to GRANTOR for damages.

GRANTEE further fully acknowledges that its use of the servitude will in no way interfere with GRANTOR'S surface rights on the property, including GRANTOR'S upkeep and maintenance of its public roadway, drainage and other utilities.

10. ONE SERVITUDE CREATED; USE BY GRANTEE: GRANTOR and GRANTEE hereby agree that the collective rights granted in this Agreement create and constitute a single servitude under Louisiana law such that any Use of any portion of the Servitude constitutes use of the whole, regardless of whether the specific Servitude Areas are continuous or diverge. For the avoidance of doubt, the Use of the pipeline described in Section 1 or any portion of the right-of-way areas described in this Agreement, including in Section 1, shall constitute use of a pipeline and all right-of-way areas described in this Agreement. Similarly, use of any portion of the Temporary Workspaces or Ingress and Egress Areas shall constitute use of all right-of-way areas described in this Agreement, all Temporary Workspaces associated therewith, and all Ingress and Egress Areas. The areas of the Property encumbered by the Servitude are referred to herein as the "Servitude Area(s)." The right to use the Servitude and exercise GRANTEE'S rights under this Agreement, shall belong to the GRANTEE and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of GRANTEE. It is understood and agreed that GRANTEE shall be entitled to exercise any rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any such rights.

11. ABANDONMENT ON TERMINATION: GRANTEE shall commence, at its sole cost and expense, within one (1) year following termination of this Agreement, to remove all product from, and clean, plug and abandon in place, the pipeline in accordance with and as required by applicable laws.

12. CONFIDENTIAL INFORMATION: GRANTOR shall hold the consideration amount paid by GRANTEE to GRANTOR for the Servitude and the other rights under this Agreement (the "Confidential Information") in confidence and shall not disclose the Confidential Information to any person without GRANTEE'S prior written consent, other than to such of his/its/their attorneys, accountants, consultants, advisors, or representatives who (a) have a need to know the Confidential Information for the purpose of advising GRANTOR in connection with this Agreement or for business, tax, or financial purposes, (b) have been informed of the confidential nature of such information, and (c) have agreed to be bound by the terms of this Section 12.

13. COVENANTS RUNNING WITH THE LAND: The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of GRANTOR and GRANTEE, respectively, and their respective heirs, executors, administrators, successors and assigns. The Servitude shall be appurtenant to and run with the Property, and portions thereof, whether or not the Servitude is referenced or described in any conveyance of the Property, or any portion thereof.

14. NOTICES: All notices and other communications required or permitted to be given hereunder shall be in writing and may be delivered by hand, by electronic transmission in .pdf format or similar format, by nationally recognized private courier, or by certified or registered United States mail return receipt requested, in each case addressed to the recipient at the mailing address set forth below, or to an email address provided by a party to the other party in writing. Grantor and Grantee designate the following person(s) and addresses for all notices and information to be delivered hereunder:

GRANTOR

ST. CHARLES PARISH
Attn: Matthew Jewell, Parish President, its successors and assigns

Mailing Address for All Notices:

P.O. Box 302
Hahnville, LA 70057

Telephone No.: (985) 733-5000 [informational purposes only and not notice herein]

GRANTEE

INTERNATIONAL-MATEX TANK TERMINALS LLC
Attn: Clay Bland, its successors and assigns,

Mailing Address for All Notices:

400 Poydras Street, Suite 3000, New Orleans, Louisiana 70130

Telephone No.: 504-619-2318 [informational purposes only and not notice herein]

Such persons, addresses and telephone numbers may be changed by the respective party by delivering written notice of such change to the other party.

15. SUCCESSORS AND ASSIGNS: GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, executors, administrators, successors, and assigns, to warrant and forever defend the Servitude and all rights appurtenant thereto unto GRANTEE, its successors and assigns, against every person making a claim to any parts thereof.

16. INDEMNIFICATION: GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES FOR INJURY OR DAMAGE TO THIRD PARTIES TO THE EXTENT CAUSED BY (I) GRANTEE'S NEGLIGENCE ACTS OR OMISSIONS OR (II) GRANTEE'S WILLFUL MISCONDUCT RESULTING FROM ITS ACTIVITIES ON OR USE OF GRANTOR'S LANDS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS INDEMNITY IS NOT INTENDED TO AND DOES NOT PROVIDE FOR INDEMNIFICATION ARISING FROM OR CAUSED BY GRANTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITY ARE (A) ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (B) ANY CLAIMS ARISING FROM PRE-EXISTING ENVIRONMENTAL CONDITIONS OR ADVERSE SITE CONDITIONS. GRANTOR SHALL PROMPTLY NOTIFY GRANTEE OF ANY CLAIM SUBJECT TO INDEMNIFICATION HEREUNDER AND COOPERATE IN THE DEFENSE OF SUCH CLAIM.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings, whether written or oral, between the parties respecting the subject matters of this Agreement. GRANTOR and GRANTEE agree that should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or contra bono mores, only the provision(s) subject to that determination shall be stricken from the Agreement, as if such provision(s) had not been written, and that the remaining Agreement shall survive in full force and effect.

18. ACCEPTANCE PRESUMED: Acceptance of this Agreement by GRANTEE shall be deemed presumed by GRANTEE'S payment of the consideration for the Servitude to GRANTOR, and/or the exercise of GRANTEE'S rights under this Agreement.

19. GOVERNING LAW: This Agreement is governed by the laws of the State of Louisiana. Each party waives the right to trial by jury in any dispute arising under this Agreement. The parties further agree to exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waive any (a) pleas of jurisdiction based upon residence and (b) right of removal to Federal Court based upon diversity of citizenship.

20. COUNTERPARTS: This Agreement may be executed in any number of counterparts, none of which needs to be executed by all parties, and shall be binding upon each party who executes such a counterpart with the same force and effect as if all had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the Property.

21. EFFECTIVE DATE: The last date upon which any GRANTOR executes this Agreement shall be the effective date of this Agreement (the "Effective Date").

[Signature page(s) follow.]

[Signature page to Right-of-Way, Easement and Servitude Agreement]

THIS DONE AND PASSED, in the City of Hahnville, Parish/County of St. Charles, State of Louisiana, on the 30th day of January, 2026, to be effective as of the Effective Date, in the presence of the undersigned legal and competent witnesses, who hereunto sign their names with the undersigned GRANTOR and the undersigned Notary Public, after reading of the whole.

WITNESSES: GRANTOR:
Michelle J. Joubert, ST. CHARLES PARISH
Printed Name: Michelle Joubert, Signature: [Signature]
Melissa Bartholomew, Printed Name: Matthew Jewell, Title: President

[Signature]
NOTARY PUBLIC
Bar No./Notarial Id.: 33707
My commission expires: 3-16-26

COREY M. OUBRE
NOTARY PUBLIC
LSBA NO. 28708
LA NOTARY NO. 77473
St. Charles Parish, Louisiana
My Commission is issued for Life

[Signature page to Right-of-Way, Easement and Servitude Agreement]

THIS DONE AND PASSED, in the City of \_\_\_\_\_, Parish/County of \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, to be effective as of the Effective Date, in the presence of the undersigned legal and competent witnesses, who hereunto sign their names with the undersigned GRANTEE and the undersigned Notary Public, after reading of the whole.

WITNESSES: GRANTEE:
INTERNATIONAL-MATEX TANK TERMINALS LLC
Printed Name: \_\_\_\_\_, Signature: \_\_\_\_\_
Printed Name: \_\_\_\_\_, Title: \_\_\_\_\_

NOTARY PUBLIC
Bar No./Notarial Id.: \_\_\_\_\_
My commission expires: \_\_\_\_\_

EXHIBIT "A"  
(Property)  
EXHIBIT "A"  
LA-SC-0020.00100

FIELD NOTES DESCRIPTION  
FOR A PROPOSED PIPELINE EASEMENT TO BE ACQUIRED  
BY INTERNATIONAL-MATEX TANK TERMINALS, LLC  
ACROSS THE PROPERTY BELONGING TO  
ST. CHARLES PARISH  
LOCATED IN SECTION 41, TOWNSHIP 13 SOUTH, RANGE 9 EAST  
ST. CHARLES PARISH, LOUISIANA

The description of a 30 foot wide proposed pipeline easement across the property belonging to St. Charles Parish, being described under Volume 581, Page 512, under Entry Number 250871 of the Conveyance Record of St. Charles Parish, Louisiana, located in Section 41, Township 13 South, Range 9 East, St. Charles Parish, Louisiana, and described as follows:

Commencing at a found 1-1/2" iron pipe at the Southwest corner of the property belonging to St. Charles Parish, thence North 04 degrees 05 minutes 07 seconds West, for a distance of 38.69 feet to the POINT OF BEGINNING, and having coordinates of X=3,595,639.61 and Y=526,847.31, thence along the centerline of said proposed pipeline easement described as follows:

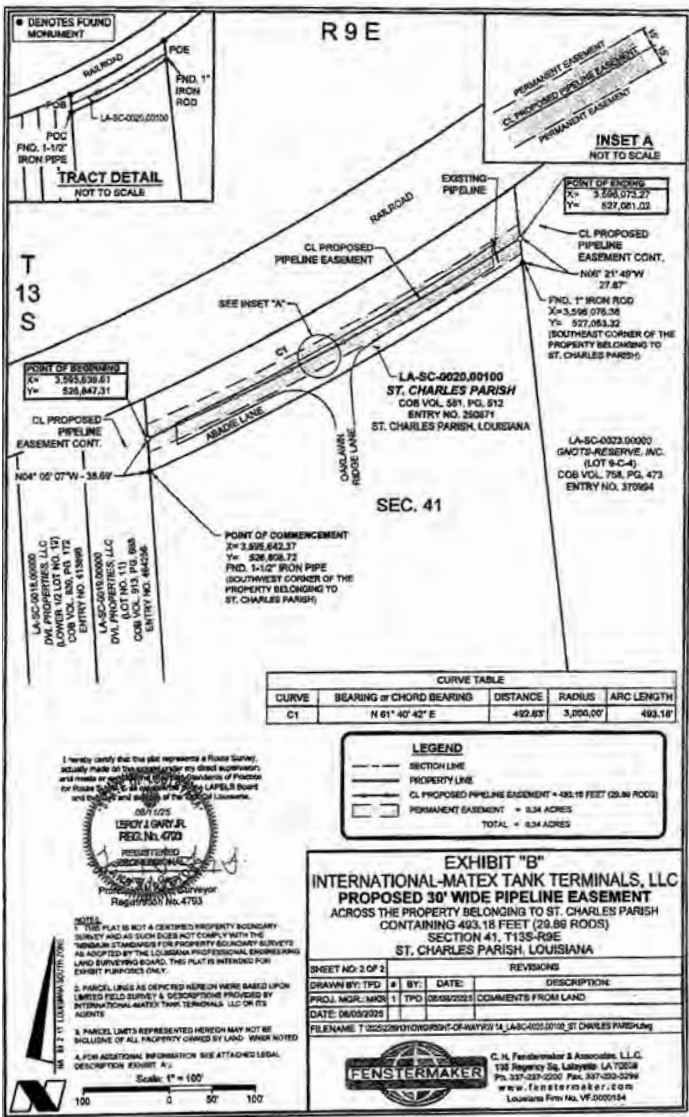
Thence along a curve to the left, having a radius of 3,000.00 feet, an arc length of 493.18 feet, and whose long chord bears North 61 degrees 40 minutes 42 seconds East, for a distance of 492.63 feet to the POINT OF ENDING, having coordinates of X=3,596,073.27 and Y=527,081.02, which bears North 06 degrees 21 minutes 49 seconds West, a distance of 27.87 feet from a found 1/2" iron rod at the Southeast corner of the property belonging to St. Charles Parish, with a total length of 493.18 feet and containing 29.89 rods and affecting 0.34 acres.

All bearings, distances and coordinates are based on the NAD 83 (2011) Louisiana South Zone Coordinate System. The above described centerline of proposed pipeline easement is delineated on a plat revised by C. H. Fenstermaker & Associates, L.L.C. dated August 8, 2025. (Exhibit "B")

Leroy J. Gary, Jr., PLS  
Louisiana PLS Registration #4793  
C. H. Fenstermaker & Associates, L.L.C.  
135 Regency Square  
Lafayette, LA 70508  
337-237-2200



EXHIBIT "B"  
(Plat)



CHAIRMAN: [Signature]  
SECRETARY: Michelle Dupont  
DLVD/PARISH PRESIDENT: January 26, 2026  
APPROVED: [Signature] DISAPPROVED: [Signature]

2026-0027  
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6885  
A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III, Geometric Standards, B. Blocks, 3. Arrangement as requested by Laurie Delaune.  
WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,  
WHEREAS, the Subdivision Regulations require lots possess frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,  
WHEREAS, the subdivider has requested a waiver from the arrangement requirement for Lots X-1 and X-2 as shown on a survey by Cody DiMarco, PLS dated December 4, 2025; and,  
WHEREAS, granting the waiver will allow Lots X-1 and X-2 to have no frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,  
WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waiver at their January 8, 2026 meeting.  
NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement requirement to allow Lots X-1 and X-2, Estay Subdivision, Paradis, as shown on a survey by Cody DiMarco, PLS dated December 4, 2025, as requested by Laurie Delaune.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:  
YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILLE, COMARDELLE, O'DANIELS, FISHER, DEBRULER  
NAYS: NONE  
ABSENT: NONE  
And the resolution was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: Michelle Dupont  
DLVD/PARISH PRESIDENT: January 26, 2026  
APPROVED: [Signature] DISAPPROVED: [Signature]



2026-0034  
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(GRANTS OFFICE)

RESOLUTION NO. 6886  
A resolution to approve and authorize the execution of an Intergovernmental Agreement between the Coastal Protection and Restoration Authority and St. Charles Parish regarding the construction of the Des Allemands Boat Launch (BA-0237) project.  
WHEREAS, on June 6, 2022, the St. Charles Parish Council adopted Resolution No. 6839 approving and authorizing the execution of an Intergovernmental Agreement (IGA) between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish regarding the construction of the Des Allemands Boat Launch (BA-0237) project; and,  
WHEREAS, the IGA provided \$1,841,116 in Natural Resource Damage Assessment settlement funds for the construction of the Des Allemands Boat Launch project; and,  
WHEREAS, the IGA expired on July 31, 2025; and,  
WHEREAS, the Coastal Protection and Restoration Authority has revised their standard IGA language and prepared another IGA to provide the funding for the project and extend the expiration date; and,  
WHEREAS, it is the desire of the Parish Council to approve said agreement.  
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Intergovernmental Agreement between the Coastal Protection and Restoration Authority and St. Charles Parish for funding to complete the Des Allemands Boat Launch project.  
BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project and subsequent grant award.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:  
YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILLE, COMARDELLE, O'DANIELS, FISHER, DEBRULER  
NAYS: NONE  
ABSENT: NONE

2026-0020  
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(GRANTS OFFICE)  
RESOLUTION NO. 6884  
A resolution supporting the application for funding of the Water Meter Replacement Project - Phase VII through the Louisiana Office of Community Development's FY 2025-2026 Community Water Enrichment Fund.  
WHEREAS, Louisiana Legislature House Bill 2 (Act No. 2) allocated \$156,000.00 per parish for the Community Water Enrichment Fund for fiscal year 2025-2026; and,  
WHEREAS, water meter registers throughout the Parish are aging and in need of replacement, which is an activity that is eligible for assistance under the program; and,  
WHEREAS, the Parish President and the Department of Waterworks request the Parish Council's support for the application to have this recommended improvement partially funded through the Louisiana Office of Community Development's FY 2025-2026 Community Water Enrichment Fund.  
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the application for funding of the Water Meter Replacement Project - Phase VII through the Louisiana Office of Community Development's FY 2025-2026 Community Water Enrichment Fund.  
BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said application and to act on behalf of St. Charles Parish in all matters pertaining to this project and subsequent grant award.  
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:  
YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILLE, COMARDELLE, O'DANIELS, FISHER, DEBRULER  
NAYS: NONE  
ABSENT: NONE  
And the resolution was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

And the resolution was declared adopted this 26<sup>th</sup> day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
 SECRETARY: [Signature]  
 CLVD/PARISH PRESIDENT: January 26, 2026  
 APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: [Signature]  
 RETD/SECRETARY: January 26, 2026  
 AT: 7:15 pm REGD BY: [Signature]

CPRA Agreement No. \_\_\_\_\_  
 Ordinance No. \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

BETWEEN

STATE OF LOUISIANA

THROUGH THE

COASTAL PROTECTION AND RESTORATION AUTHORITY

AND

ST. CHARLES PARISH

REGARDING

CONSTRUCTION OF THE

DES ALLEMANDS BOAT LAUNCH

PROJECT NO. BA-0237

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT"), is entered into and effective by and between the State of Louisiana through the COASTAL PROTECTION AND RESTORATION AUTHORITY (hereinafter referred to as the "CPRA") acting by and through its Executive Director MICHAEL HARE, and ST. CHARLES PARISH (hereinafter referred to as the "LOCAL") represented by its duly authorized Parish President, MATTHEW JEWELL (CPRA and LOCAL are referred to herein collectively as the "PARTIES" or individually as "PARTY").

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

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD (hereinafter referred to as the "BOARD") represents the State of Louisiana's position in policy relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, CPRA is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and CPRA administers the programs, projects, and activities approved for funding by the BOARD, and, therefore, CPRA shall administer and implement the obligations undertaken pursuant to this AGREEMENT; and

WHEREAS, pursuant to La. R.S. 49:214.6.2, CPRA shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs, and may enter into contracts with the federal government, local governing authorities, and political subdivisions for the implementation of coastal protection projects, programs, or activities; and

WHEREAS, the ST. CHARLES PARISH GOVERNMENT is the governing body of ST. CHARLES PARISH, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as CPRA, for the public welfare, health, safety, and good order of ST. CHARLES PARISH by virtue of the specific authority granted in its Home Rule Charter, Article II, La. R.S. 33:1236, and Article VII, Section 14 of the Louisiana Constitution; and

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

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

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

WHEREAS, the FINAL RP/EA #4, the LA TIG Funding Resolution #LA-2022-013, details the PROJECT, including the total estimated PROJECT costs; and

WHEREAS, as provided in the LA TIG Implementation Work Plan, LOCAL is responsible for the planning, engineering and design, permitting and consultation, and construction of the PROJECT, as outlined in the FINAL RP/EA #4, and will provide the funding for design services and any additional funding needed to complete construction in excess of the \$1,841,116.00 commitment under this Agreement; and

WHEREAS, pursuant to the FINAL RP/EA #4, the LOCAL will be responsible for the operations, maintenance, and monitoring of the PROJECT; and

WHEREAS, this AGREEMENT pertains to construction of the PROJECT; and

WHEREAS, the PROJECT is consistent with Louisiana's Comprehensive Master Plan for a Sustainable Coast, is included in an Annual Plan approved by the Louisiana Legislature, and is identified as eligible for allocation of proposed funding, contingent upon funding being made available to CPRA for the PROJECT; and

WHEREAS, this AGREEMENT will be mutually beneficial to the PARTIES in the furtherance of their respective statutory purposes, duties, and authorities, and

each PARTY expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

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

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

### ARTICLE I

#### PURPOSE AND IDENTIFICATION

##### A. PURPOSE

The purpose of this AGREEMENT is to set forth the terms, conditions, and responsibilities to be performed by LOCAL and CPRA in the construction of the DES ALLEMANDS BOAT LAUNCH approved for funding by the LA TIG in the FINAL RP/EA #4, and the LA TIG Funding Resolution #LA-2022-013.

##### B. IDENTIFICATION

For the purpose of administration, identification, and record keeping, State Project Number BA-0237 is assigned to this PROJECT. This number will be used to identify all PROJECT costs.

### ARTICLE II

#### SCOPE AND PROJECT DESCRIPTION

The objective of the current phase for the PROJECT is to construct the DES ALLEMANDS BOAT LAUNCH to provide and enhance recreational opportunities impacted by the DWH OIL SPILL.

The scope of work for the PROJECT shall be consistent with ARTICLE III ("PROJECT RESPONSIBILITY"), as identified in the LA TIG Implementation Work Plan included as ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT, and in accordance with FINAL RP/EA #4 and the LA TIG Funding Resolution #LA-2022-013.

### ARTICLE III

#### PROJECT RESPONSIBILITY

##### A. CPRA PROJECT RESPONSIBILITY

1. Provide funding to LOCAL in accordance with the terms and conditions of this AGREEMENT for the construction of the PROJECT.
2. Provide appropriate CPRA personnel for consultation, as necessary.
3. Provide access to relevant construction resources, as necessary.
4. Review and approve design criteria developed by LOCAL.
5. If requested by CPRA, perform secondary review of plans and specifications. LOCAL shall be responsible for primary review and shall provide comments on plans and specifications.
6. If requested by CPRA, review and approve any Notice to Proceed ("NTP") for work pertaining to the PROJECT.
7. Review and approve any change order that increases the amount of the original construction contract, awarded through the public bid process (hereinafter referred to as the "CONSTRUCTION CONTRACT AWARD"), prior to execution of the change order.
8. If requested by CPRA, perform secondary review and approval of any change order that does not increase the CONSTRUCTION CONTRACT AWARD, prior to execution of the change order.
9. If Value Engineering is requested by either PARTY, review and approve all cost savings resulting from Value Engineering.
10. Issue written authorization prior to advertisement of the PROJECT, or any phase thereof, for public bid.
11. If requested by CPRA, perform secondary review of bids received prior to contract award. LOCAL shall be responsible for primary review of bids, and shall evaluate bids received and provide a recommendation either to reject all bids or to award the contract to the lowest responsive and responsible bidder.
12. Attend pre-bid conference, if requested by either PARTY.
13. Attend pre-construction meetings and bi-weekly construction progress meetings, if requested by either PARTY.
14. Attend the final inspection upon completion of the PROJECT.

##### B. LOCAL PROJECT RESPONSIBILITY

1. Perform and/or contract to perform the construction of the PROJECT in accordance with ATTACHMENT A ("SCOPE OF WORK") and the terms and conditions of this AGREEMENT.
  - a. Work under this AGREEMENT for the PROJECT shall be in accordance with all applicable laws, rules, and regulations, and LOCAL shall ensure that the work is the best obtainable within established trade practice. The submittal of documentation to CPRA as required by this AGREEMENT shall be for the purpose of verifying that the funds are spent in accordance with this AGREEMENT and the applicable legislation, providing evidence of the progress of the PROJECT, and verifying that such documentation is being produced. LOCAL shall be responsible for submitting complete and accurate documentation.
  - b. Construction of the PROJECT shall be in accordance with CPRA minimum design standards and accepted sound engineering principles, as delineated in the design criteria to be developed by LOCAL. LOCAL shall provide design criteria to CPRA's Project Manager, identified in ARTICLE VI ("RECORD KEEPING, REPORTING, AUDITS, AND MONITORING") of this AGREEMENT, for review and written approval prior to initiation of any work for the PROJECT under this AGREEMENT. LOCAL's failure to develop design criteria that are approvable by CPRA may result in termination of this AGREEMENT, at CPRA's sole discretion.
  - c. All engineering design documents, plans, and specifications shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with La. R.S. Title 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.
  - d. During the construction period, LOCAL, or its agent, shall provide

- PROJECT construction updates through continuous electronic access to all construction progress documents and/or through a monthly status report that summarizes the progress of construction.
- e. CPRA shall be invited to preconstruction conferences and all construction progress meetings. LOCAL will immediately notify CPRA of any construction delays or specific environmental concerns.
2. Perform and/or contract to perform the management and oversight of work for the PROJECT, in accordance with the following:
    - a. LOCAL shall review and provide comments on all plans and specifications. LOCAL shall provide all plans and specifications to CPRA prior to public bid of any work under this AGREEMENT. At CPRA's request, LOCAL shall obtain written approval of plans and specifications from CPRA's Project Manager prior to public bid of any work under this AGREEMENT.
    - b. LOCAL shall obtain written approval from CPRA's Project Manager prior to the issuance of a NTP by LOCAL and before any associated costs are incurred by LOCAL to any consultant(s), contractor(s), and/or subcontractor(s), or to any other third party(ies), for work pertaining to the PROJECT under this AGREEMENT. A minimum period of ten (10) business days is required by CPRA for review.
    - c. LOCAL shall submit any change order that increases the CONSTRUCTION CONTRACT AWARD to CPRA for review and approval, prior to execution of the change order. Approval of such change orders shall be at CPRA's sole discretion.
    - d. LOCAL shall notify CPRA in writing of any change order that does not increase the CONSTRUCTION CONTRACT AWARD, and LOCAL shall submit such change orders to CPRA for review and approval upon CPRA's request.
    - e. If Value Engineering is requested by either PARTY, LOCAL shall document, detail, and submit all cost savings resulting from Value Engineering for the PROJECT to CPRA's Project Manager for review and written approval prior to the issuance of a NTP for a change in Scope of Work by LOCAL resulting from Value Engineering. A minimum period of fifteen (15) business days is required by CPRA for review.
    - f. Upon request of LOCAL in writing, CPRA, in its sole discretion, may complete its review in less than the required minimum period.
    - g. LOCAL shall submit Certified Monthly Monitoring Reports, as provided in ATTACHMENT B to this AGREEMENT, to CPRA's Project Manager.
  3. Perform and/or contract to perform the construction administration, supervision and inspection, project management support during construction, and design engineering services during construction for the PROJECT.
  4. Retain an engineer of record for the PROJECT for construction administration and design engineering services during construction for the duration of the PROJECT.
  5. Provide any PROJECT-related documents requested or required by CPRA, and as detailed in ARTICLE IV ("DELIVERABLES") of this AGREEMENT.
  6. Procure work necessary for construction in accordance with state law when a public works work item and/or task for the PROJECT is of a scope and magnitude that is beyond the construction capabilities of LOCAL, or exceeds the contract limit allowed by state law. LOCAL shall advertise and receive bids for such work, in accordance with all applicable law, and generally as follows:
    - a. LOCAL shall be responsible for compliance with all applicable provisions of La. R.S. Title 38, Chapter 10 ("Public Bid Law") and all applicable provisions of La. R.S. Title 39.
    - b. LOCAL shall solicit bids for the materials, labor, and equipment needed to construct the PROJECT in accordance with Public Bid Law, and all applicable laws of the state, including, but not limited to, La. R.S. 38:2211, *et seq.*, and as applicable to political subdivisions of the state.
    - c. LOCAL shall provide to CPRA, through CPRA's Project Manager, the entire construction contract package (hereinafter referred to as the "CONSTRUCTION CONTRACT DOCUMENTS") for any work under this AGREEMENT, as set forth more fully in ARTICLE IV ("DELIVERABLES").
    - d. LOCAL shall obtain written authorization from CPRA prior to advertising the PROJECT or any phase thereof for bids. LOCAL shall submit a copy of the complete bid advertisement package to CPRA, which shall include, but is not limited to, the advertisement for bids and all addenda, with its written request for authority to advertise.
    - e. LOCAL shall solicit bids utilizing the Louisiana Uniform Public Work Bid Form applicable to most state agencies and all political subdivisions, as mandated by La. R.S. 38:2211, *et seq.*, and as promulgated by the Louisiana Division of Administration and located in the Louisiana Administrative Code, Title 34.
    - f. LOCAL shall be responsible for primary review of all bids received, including evaluation of bids and recommendation of award. After receipt of bids, and before award of the contract, LOCAL shall submit to CPRA copies of the three (3) lowest bidder's proposals and proof of advertising. LOCAL's submittal shall include, but is not limited to: proof of publication of advertisement for bids; the bid proposals and bid bonds of the three (3) lowest bidders; the bid tabulation form, bid evaluation, and recommendation of award, certified by the engineer of record and LOCAL; and proposed notice of award of contract.
    - g. At CPRA's request, LOCAL shall obtain comments from CPRA on the three (3) lowest bidder's proposals, and all related documents. After receiving comments from CPRA, LOCAL may then award and execute the construction contract. The amount of this contract is the CONSTRUCTION CONTRACT AWARD. LOCAL shall submit to CPRA copies of the notice of award of contract, the executed contract and the performance bond(s) and/or payment bond(s), and all other documents required under statute.
    - h. The contract and the performance bond(s) and/or payment bond(s) shall be recorded in Clerk of Court office(s) for LOCAL and all parishes where the work is to be performed. Proof of recordation of the contract and bond(s) shall be submitted to CPRA, along with a copy of the NTP. Once those items have been submitted to CPRA, LOCAL shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, *et seq.*, and shall send a certified copy of the resolution to CPRA.
  7. Receive, review, approve, and pay invoices from any consultant(s), contractor(s), subcontractor(s), and/or vendor(s) on a timely basis and in accordance with this ARTICLE, ARTICLE V ("PROJECT FUNDING AND PAYMENT") of this AGREEMENT, and all applicable federal, state, and local laws, rules, and regulations.
  8. Submit certified invoices to CPRA for payment. LOCAL shall certify that the work performed by LOCAL and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) covered by the invoice has been performed or completed in accordance with ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT, and in accordance with the CONSTRUCTION CONTRACT DOCUMENTS.
  9. Adhere to all applicable federal and state funding requirements and guidelines, as well as to all terms and conditions of this AGREEMENT. At CPRA's sole discretion, LOCAL's failure to adhere to these requirements may result in withholding payment to LOCAL.
  10. Determine the land rights, easements, rights-of-way, relocations, disposal areas, and servitudes ("LERRDS") that may be necessary for construction of the PROJECT, and determine the manner and method by which LERRDS shall be acquired.
  11. Acquire any LERRDS, whether permanent or temporary in nature, needed for construction of the PROJECT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with the acquisition of LERRDS.
  12. Plan, design, and construct any access roads that may be necessary for the construction of the PROJECT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with acquisition of LERRDS needed for construction of any access roads.
  13. Acquire any and all federal, state, and local permits and/or any other authorizations that are required for construction and O&M of the PROJECT, including, but not limited to, letters of no objection, Coastal Use Permits, and authorization under Section 408. LOCAL shall submit copies of applicable permits and/or other authorizations to CPRA prior to initiating any regulated and/or permitted construction activity.
  14. Perform and/or contract to perform any investigation, study, cleanup, and response determined to be necessary relative to any hazardous, toxic, or radioactive waste material, whether regulated by a local government, state government, or the federal government. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with such investigation, study, cleanup, and response.
  15. Arrange for and conduct final inspection of the completed work for the PROJECT. Such inspection shall be made in conjunction with CPRA. LOCAL shall provide CPRA with a certified engineer's approval of the final PROJECT inspection upon PROJECT completion, as well as a construction completion report, as set forth in ARTICLE IV ("DELIVERABLES") of this AGREEMENT.

#### ARTICLE IV DELIVERABLES

- A. LOCAL shall provide to CPRA, through CPRA's Project Manager identified in ARTICLE VI ("RECORD KEEPING, REPORTING, AUDITS, AND MONITORING") of this AGREEMENT, any deliverables identified in and according to ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT.
- B. LOCAL shall provide to CPRA, through CPRA's Project Manager, the CONSTRUCTION CONTRACT DOCUMENTS as identified in ARTICLE III ("PROJECT RESPONSIBILITY"), which shall include, but are not limited to, the following:
  1. Finalized bid documents;
  2. Advertisement for bids and all addenda;
  3. Proof of publication of advertisement for bids;
  4. Bid proposals and bid bonds of the three (3) lowest bidders;
  5. Bid tabulation form, bid evaluation and recommendation of award, certified by the engineer of record and the LOCAL;
  6. Notice of award of contract;
  7. Executed contract and performance bond(s) and/or payment bond(s);
  8. Proof of recordation of the contract and bond(s) in the Clerk of Court for the LOCAL and any parishes where work is to be performed; and
  9. Resolution Certifying Compliance with the Public Bid Law, adopted by LOCAL.
- C. LOCAL shall provide to CPRA, through CPRA's Project Manager, monthly invoices detailing work performed, which shall include all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in ATTACHMENT B ("CERTIFIED MONTHLY MONITORING REPORT") to this AGREEMENT. Supporting documentation shall include, but is not limited to, the following information:
  1. Written certification by a properly designated official representing LOCAL that the detailed monthly invoices are true and correct, completed in accordance with ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT, and in accordance with the CONSTRUCTION CONTRACT DOCUMENTS; and
  2. Written certification that the detailed monthly invoices meet all applicable federal, state, and local laws, rules, and regulations.
- D. LOCAL shall provide to CPRA, through CPRA's Project Manager, a construction completion report as identified in ARTICLE III ("PROJECT RESPONSIBILITY"), which shall include, but is not limited to, the following:
  1. As-built drawings, including computer-aided design ("CAD") drawings and input files;
  2. Verification of completed punch-list items;
  3. Photographic documentation of completed work; and
  4. Any other information requested by CPRA.
- E. LOCAL shall provide to CPRA, through CPRA's Project Manager, all documents and records listed in ARTICLE III ("PROJECT RESPONSIBILITY") of this AGREEMENT, and any other PROJECT-related documents requested by CPRA, which may include, but are not limited to, any:
  1. SERVICES CONTRACT DOCUMENTS, including related Scopes of Work and cost estimates;
  2. Survey reports;
  3. Geotechnical data collection and geotechnical engineering reports;

4. Engineering design reports, including design criteria as applicable;
  5. Estimates of probable cost or construction cost estimates;
  6. Plans and specifications;
  7. Permitting and environmental compliance documents; and
  8. Initial and/or revised PROJECT schedules.
- F. LOCAL shall provide to CPRA, through CPRA's Project Manager, a copy of a resolution authorizing its execution of this AGREEMENT, passed by the governing body authorized to approve execution of this AGREEMENT.
- G. LOCAL shall provide to CPRA, through CPRA's Project Manager, a copy of any final documents produced in connection with the performance of the work outlined herein, including, but not limited to, surveys, test results, land rights documents, design documents, plans and specifications, as-built drawings, and the O&M PLAN generated for the PROJECT in accordance with this AGREEMENT. However, in the event that LOCAL needs to publicly bid any portion of the work for this PROJECT, LOCAL shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Records law and Louisiana Public Bid Law, any PROJECT documents to any other entity, except its consultants, agents, or representatives for the PROJECT, prior to advertising such work for public bid.

#### ARTICLE V

##### PROJECT FUNDING AND PAYMENT

This AGREEMENT shall be administered as follows:

- A. CPRA shall provide to LOCAL, a maximum of \$1,841,116.00 for the construction of the PROJECT from FY 2019 DWH OIL SPILL NRDA funds (hereinafter referred to as the "PROJECT FUNDS").
- B. CPRA's participation in this PROJECT is contingent upon receipt of the PROJECT FUNDS and allocation of those funds in an Annual Plan approved by the Louisiana Legislature. All funding shall be subject to ARTICLE XIX ("FISCAL FUNDING CLAUSE") of this AGREEMENT.
- C. Any additional funds required for completion of the PROJECT in excess of the maximum PROJECT cost of \$1,841,116.00 shall be the sole responsibility of LOCAL. LOCAL will be paid up to an amount not to exceed a maximum of \$1,841,116.00, subject to the terms and conditions set forth herein, for eligible work as identified in this AGREEMENT. In no case shall the sum total of payments made by CPRA to LOCAL exceed the maximum PROJECT cost for the term of this AGREEMENT.
- D. The funding will be provided to LOCAL based upon submittal and approval of monthly invoices, and all other deliverables as described and referenced in ARTICLE IV ("DELIVERABLES") herein, to CPRA's Project Manager, identified in ARTICLE VI ("RECORD KEEPING, REPORTING, AUDITS AND MONITORING") of this AGREEMENT. If the monthly invoice is approved, CPRA will process payment to LOCAL.
- E. All invoices shall be subject to verification, adjustment, and/or settlement as a result of any audit referenced in ARTICLE VI ("RECORD KEEPING, REPORTING, AUDITS, AND MONITORING") of this AGREEMENT. PROJECT costs exceeding the maximum PROJECT cost of \$1,841,116.00 shall be the sole responsibility of LOCAL.
- F. All invoices submitted for payment by LOCAL shall be billed as actual costs incurred and shall not include any requests for payment of a negotiated contractual lump sum amount. With the exception of construction contracts awarded through the public bid process, payments for lump sum amounts, regardless of their source or purpose, shall not be allowed under this AGREEMENT.
- G. Costs incurred by LOCAL, which are directly related to the work described herein, are eligible for payment in accordance with established guidelines and in accordance with this ARTICLE, ARTICLE III ("PROJECT RESPONSIBILITY"), and ARTICLE IV ("DELIVERABLES"). However, any costs associated with LOCAL staff time for any work for the PROJECT are ineligible for payment by CPRA under this AGREEMENT. Costs for contracted work are identified as eligible or ineligible for payment by CPRA under this AGREEMENT as follows:
  1. Costs for the construction of the PROJECT in accordance with ATTACHMENT A ("SCOPE OF WORK"), and the terms and conditions of this AGREEMENT, are eligible for payment by CPRA under this AGREEMENT, unless they have been otherwise identified as ineligible for payment in this ARTICLE.
  2. Any costs associated with the management and oversight of work for the PROJECT are ineligible for payment by CPRA under this AGREEMENT.
  3. Any costs associated with the construction administration, supervision and inspection, project management support during construction, and design engineering services during construction are ineligible for payment by CPRA under this AGREEMENT.
  4. Any costs associated with retaining an engineer of record for the PROJECT are ineligible for payment by CPRA under this AGREEMENT.
  5. Any costs associated with advertisement for bids, solicitation of bids, bid evaluation and recommendation of award, notice of award of contract, or recordation of the contract and bond(s) with the Clerk of Court are ineligible for payment by CPRA under this AGREEMENT.
  6. Any costs associated with determining the land rights, easements, rights-of-way, relocations, disposal areas, and servitudes ("LERRDS") that may be necessary for construction are ineligible for payment by CPRA under this AGREEMENT.
  7. Any costs associated with the acquisition of LERRDS, whether permanent or temporary in nature, are ineligible for payment by CPRA under this AGREEMENT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with the acquisition of LERRDS.
  8. Any costs associated with planning, design, and construction of any access roads that may be necessary for the PROJECT are eligible for payment by CPRA under this AGREEMENT. Any land rights costs associated with the construction of access roads are ineligible for payment by CPRA under this AGREEMENT.
  9. Any costs associated with the acquisition of any and all federal, state, and local permits and/or any other authorizations that are required for construction and O&M of the PROJECT are ineligible for payment by CPRA under this AGREEMENT.
  10. Any costs associated with investigation, study, cleanup, and/or response determined to be necessary relative to any hazardous, toxic, or radioactive waste material are ineligible for payment by CPRA under this AGREEMENT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with such investigation, study, cleanup, and response.

11. Any costs associated with O&M for the PROJECT, including any associated mitigation, are ineligible for payment by CPRA under this AGREEMENT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with O&M for the PROJECT, including any associated mitigation.
  12. Any costs associated with travel and other allowable expenses are eligible for payment by CPRA under this AGREEMENT in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. Travel and other allowable expenses shall constitute part of the maximum payable under the terms of this AGREEMENT. No payment for out of state travel will be permitted under this Agreement.
- H. The Project Budget Estimate is provided in ATTACHMENT A to this AGREEMENT, which is attached hereto and incorporated herein. This is intended to be a reasonable cost estimate; actual quantities, hours, and hourly rates shall be billed as incurred and shall not exceed the maximum PROJECT cost.
- I. All funding for this PROJECT shall be used for the purposes stated herein, and in accordance with all applicable federal, state, and local laws, rules, and regulations. LOCAL shall construct the PROJECT consistent with sound engineering principles and practices as may be directed and defined by CPRA's Engineering Division. CPRA will not make payment to LOCAL for costs of construction not completed in accordance with the engineering and design standards set forth in ARTICLE III ("PROJECT RESPONSIBILITY") of this AGREEMENT.

#### ARTICLE VI

##### RECORD KEEPING, REPORTING, AUDITS, AND MONITORING

The Contract Monitor and Project Manager for this AGREEMENT is JOE WYRLE, or his designee. CPRA shall provide LOCAL notice of any changes to the designated Project Manager.

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

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

LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall register and maintain registration with the System for Award Management (also known as "SAM.gov"), and shall provide the Unique Entity Identification ("UEI") number to CPRA for the purpose of determining whether or not LOCAL is suspended, debarred, or declared ineligible from entering into contracts with the federal government, as provided in ARTICLE XX ("CERTIFICATION OF DEBARMENT /SUSPENSION STATUS").

In accordance with the TC SOPs, LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) paid with PROJECT FUNDS provided under this AGREEMENT shall maintain all documents, including electronic records, related to the procurement and administration of contractual services, including, but not limited to, solicitations, responses to solicitations, contracts, addenda, invoices and supporting documentation, for no less than ten (10) years after the completion of the work performed under the contract for inspection by the State of Louisiana or the Federal Government.

Additionally, and in accordance with the TC SOPs, LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) paid with PROJECT FUNDS provided under this AGREEMENT, agree to retain, all other substantive records, including electronic records that are pertinent to the PROJECT FUNDS, associated with the PROJECT's selection or implementation for six (6) years after the PROJECT'S completion (excluding the time for any post-construction monitoring) and shall make such materials available for inspection at all reasonable times during the AGREEMENT period and for a six (6) year period from the final date of payment under this AGREEMENT and any contract/subcontract entered into using the PROJECT FUNDS provided under this Agreement for inspection by the Federal Government, CPRA, the Inspector General and/or the Legislative Auditor; however, prior to disposal of any PROJECT data, LOCAL shall obtain prior written approval from CPRA.

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

The purpose of submission of documentation by CPRA to LOCAL, or by LOCAL to CPRA as required by this AGREEMENT is to verify that such documentation is being produced, to provide evidence of the progress of the PROJECT, and to verify that the expenditure of PROJECT FUNDS occurs in accordance with the terms of this AGREEMENT. As between CPRA and LOCAL, CPRA assumes no responsibility to provide extensive document review for any documents received from LOCAL or its consultant(s), contractor(s), and/or subcontractor(s) or to determine the completeness or accuracy of any such documentation. LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall also be responsible for, and assure, compliance with all applicable federal, state, and local laws, rules, and regulations in carrying out any of its obligations under this AGREEMENT.

LOCAL shall assist CPRA with any required audit reporting, as applicable.

LOCAL shall be responsible for monitoring any consultant(s), contractor(s), and/or subcontractor(s) to ensure that work performed in connection with this AGREEMENT comports with the AGREEMENT's terms and all applicable federal, state, and local laws, rules, regulations, and guidelines.

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

#### ARTICLE VII

##### TERMINATION FOR CAUSE

CPRA may terminate this AGREEMENT for cause based upon the failure of LOCAL to comply with the terms and/or conditions of the AGREEMENT, provided that CPRA shall give LOCAL written notice specifying LOCAL's failure. If, within thirty (30) days after receipt of such notice, LOCAL has not corrected said failure, or, in the case where said failure cannot be corrected in thirty (30) days, begun in

good faith to correct said failure and thereafter proceeds to diligently complete such correction, then CPRA may, at its option, place LOCAL in default and the AGREEMENT may terminate on the date specified in such notice.

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

In the event that either PARTY elects to terminate this AGREEMENT pursuant to this ARTICLE, the PARTIES agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein.

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE VIII

##### TERMINATION FOR CONVENIENCE

CPRA may terminate this AGREEMENT at any time by giving thirty (30) days written notice to LOCAL. LOCAL shall be entitled to payment for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination, and any costs or expenses LOCAL incurs which are directly associated with the termination, modification, or change of any underlying engineering, design, and/or consultant contracts for the PROJECT.

In the event that CPRA elects to terminate this AGREEMENT pursuant to this ARTICLE, the PARTIES agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein.

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE IX

##### ALLOWABLE COSTS

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

#### ARTICLE X

##### NON-DISCRIMINATION CLAUSE

The PARTIES agree to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 ("VEVRAA"); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 ("ADEA"), as amended, and the requirements of the Americans with Disabilities Act of 1990 ("ADA"), including the revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; and 41 C.F.R. Chapter 60, as applicable.

The PARTIES agree not to discriminate in employment practices, and will render services under this AGREEMENT in accordance with 41 C.F.R. § 60-1.4, as applicable, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age, or disabilities.

Any act of discrimination committed by either PARTY, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this AGREEMENT.

#### ARTICLE XI

##### COMPLIANCE WITH FEDERAL LAW

The PARTIES and any of their consultants, contractors and subcontractors employed in the completion of any construction-related activity, project, or program conducted with the PROJECT FUNDS agree to comply with any applicable federal labor laws covering non-federal construction, which may include, but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. § 327, *et seq.*), as supplemented by Department of Labor Regulations (29 C.F.R. Part 5) and the Copeland Anti-Kickback Act (40 U.S.C. § 3145), as supplemented by Department of Labor Regulations (29 C.F.R. Part 3), and to the extent applicable 40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708 revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act ("FFATA") (Pub. L. 109-282). The PARTIES further agree, in the case of any equipment and/or product authorized to be purchased under this AGREEMENT, to comply with the Buy American Act 41 U.S.C. §§ 8301-8305 (formerly 41 U.S.C. §§ 10a-10c), if and as applicable. The PARTIES further agree to comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), as applicable.

The PARTIES also agree to comply with any applicable federal environmental laws and executive orders, which may include but are not limited to, the National Environmental Policy Act ("NEPA") (42 U.S.C. § 4321, *et seq.*), the Endangered Species Act (16 U.S.C. § 1531, *et seq.*), the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801, *et seq.*), the Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), the Bald and Golden Eagle Protection Act (16 U.S.C. § 668, *et seq.*) and Executive Order No. 13186 ("Responsibilities of Federal Agencies to Protect Migratory Birds"), the National Historic Preservation Act (54 U.S.C. § 300101, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), the Federal Water Pollution Control Act ("Clean Water Act") (33 U.S.C. § 1251, *et seq.*) and Clean Water Act Section 404 (33 U.S.C. § 1344, *et seq.*), Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"), the Flood Disaster Protection Act (42 U.S.C. § 4002, *et seq.*), Executive Order 11988 ("Floodplain Management"), Executive Order 11990 ("Protection of Wetlands"), Executive Order 13112 ("Invasive Species"), Executive Order 14063 ("Use of Project Labor Agreements for Federal Construction Projects"), the Coastal Zone Management Act (16 U.S.C. § 1451, *et seq.*), the Coastal Barriers Resources Act (16 U.S.C. § 3501, *et seq.*), the Wild and Scenic Rivers Act (16 U.S.C. § 1271, *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f, *et seq.*), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. § 6901, *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act ("Superfund") (42 U.S.C. § 9601, *et seq.*), the Rivers and Harbors Act (33 U.S.C. § 407), the Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), the National Marine Sanctuaries Act (16 U.S.C. § 1431, *et seq.*), Executive Order 13089 ("Coral Reef Protection"), the Farmland Protection Policy Act (7 U.S.C. § 4201, *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. § 661, *et seq.*). LOCAL must immediately notify CPRA in writing, pursuant to ARTICLE XXXV ("DESIGNATIONS OF POINTS OF CONTACT") herein, if LOCAL becomes aware of any impact on the environment that may impact the use of PROJECT FUNDS for the PROJECT.

#### ARTICLE XII

##### GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

LOCAL shall comply with, and shall require any consultant(s), contractor(s), and/or subcontractor(s) employed in the completion of any activity, project, or program conducted with the PROJECT FUNDS to comply with, all conditions of the PROJECT FUNDS as applicable, including, but not limited to any CPRA Internal Agency Policies applicable to LOCAL and/or to any consultant(s), contractor(s), and/or subcontractor(s), and the provisions provided therein. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this AGREEMENT.

LOCAL shall also be responsible for payment of all applicable taxes related to the PROJECT FUNDS.

#### ARTICLE XIII

##### LIABILITY, INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND

###### A. LIABILITY

LOCAL, its successors, and its assigns, shall be fully liable without limitation to the State of Louisiana and CPRA for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the LOCAL, or for any act or omission of its owners, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

###### B. INDEMNIFICATION AND HOLD HARMLESS

LOCAL, its successors, and its assigns, shall fully defend, indemnify, save, protect and hold forever harmless, without limitation, the State of Louisiana and CPRA, their successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under their control against any and all claims, demands, suits, actions (*ex contractu, et delictu*, quasi-contractual, statutory, or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person, including, but not limited to, amounts for loss of life or injury, or damage to persons or property, or damages to agents, representatives, employees, partners, consultants, contractors, subcontractors, suppliers, laborers, vendors, or other agents or contractors of LOCAL, or any of the above, arising from or by reason of violation of the requirements of this AGREEMENT, any laws, rules, or regulations, or any negligent act or omission, operation, or work performed under this AGREEMENT by LOCAL, its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, including, but not limited to, any omissions, defects, or deficiencies in the plans, specifications, construction, construction engineering, or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim, demand, suit, or action of whatever kind or nature arising from, out of, or in any way connected with the work under this AGREEMENT, to the extent permitted by law.

However, LOCAL shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of CPRA and its officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

###### C. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against CPRA, alleged to arise out of or be related to this AGREEMENT, LOCAL shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim demand, suit, or cause of action is groundless, false, or fraudulent. CPRA may, but is not required to, consult with or assist LOCAL, but this assistance shall not affect LOCAL's obligations, duties, and responsibilities under this ARTICLE. LOCAL shall obtain CPRA's written consent before entering into any settlement or dismissal if such settlement or dismissal involves CPRA or State of Louisiana contributed funds.

###### D. FORCE MAJEURE

It is understood and agreed that neither PARTY can foresee the exigencies beyond the control of each PARTY which arise by reason of an Act of God or force majeure; therefore, neither PARTY shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. CPRA shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The PARTIES shall use reasonable efforts, including, but not limited to, use of continuation of operations plans ("COOP"), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this AGREEMENT.

###### E. INTELLECTUAL PROPERTY INDEMNIFICATION

LOCAL shall fully indemnify and hold harmless the State of Louisiana and CPRA, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including, but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the LOCAL, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the CPRA.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the LOCAL believes that it may be enjoined, LOCAL, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the CPRA the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the CPRA monetary compensation for all payments made under the AGREEMENT related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the LOCAL remains in default.

LOCAL shall not be obligated to indemnify that portion of a claim or dispute based upon the CPRA's unauthorized: (i) modification or alteration of the product, material or service; (ii) use of the product, material, or service in combination with other products not furnished by LOCAL; or, (iii) use of the product, material, or service in other than the specified operating conditions and environment.

###### F. SURVIVAL OBLIGATIONS

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

## ARTICLE XIV

CONSULTANTS, CONTRACTORS, AND SUBCONTRACTORS

LOCAL may enter into contracts with consultant(s), contractor(s), and/or subcontractor(s) for the performance of any part of LOCAL's duties and obligations. In no event shall the existence of a contract operate to release or reduce the liability of LOCAL to CPRA for any breach in the performance of LOCAL's duties or the duties of any consultant, contractor and/or subcontractor.

## ARTICLE XV

AMENDMENTS

Notwithstanding any other provision herein, the terms and conditions contained in this AGREEMENT may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all PARTIES hereto.

## ARTICLE XVI

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to LOCAL by CPRA shall remain the property of CPRA and shall be returned by LOCAL to CPRA upon request at termination or expiration of this AGREEMENT. All records, reports, documents, or other material related to this AGREEMENT and/or obtained or prepared by LOCAL in connection with performance of the services contracted for herein shall be the property of LOCAL and shall be retained in accordance with the terms of this AGREEMENT.

## ARTICLE XVII

NO ASSIGNMENT

LOCAL shall not assign any interest in this AGREEMENT and shall not transfer any interest in same (whether by assignment, subrogation, or novation), without prior written consent of CPRA, provided however, that claims for money due or to become due to LOCAL from CPRA may be assigned to a bank, trust company, or other financial institution without such prior written consent. Written notice of any such assignment or transfer shall be furnished promptly to CPRA.

## ARTICLE XVIII

FINANCIAL CAPABILITY

LOCAL hereby acknowledges and certifies that it is aware of the financial obligations of LOCAL under this AGREEMENT and that LOCAL will have the financial capability to satisfy the obligations of LOCAL under this AGREEMENT, including, but not limited to, all obligations for O&M of the PROJECT.

LOCAL agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by LOCAL pursuant to this AGREEMENT and/or any future agreement(s) and for which CPRA has not agreed to provide funding therefore. Should current or future revenues dedicated to the PROJECT be insufficient to fulfill the obligations of LOCAL for the PROJECT, LOCAL is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to, additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent the State of Louisiana from seeking additional funding to assist CPRA or LOCAL with the responsibilities undertaken by any PARTY pursuant to this AGREEMENT.

## ARTICLE XIX

FISCAL FUNDING CLAUSE

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

## ARTICLE XX

CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All PARTIES certify with their execution of this AGREEMENT that it is not suspended, debarred, or ineligible from entering into contracts or agreements with any department or agency of the federal government, or in receipt of notice of proposed debarment or suspension. LOCAL further certifies with its execution of this AGREEMENT that it is not suspended, debarred, or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All PARTIES agree to secure from any consultant(s), contractor(s), and/or subcontractor(s) for the PROJECT certification that such consultant(s), contractor(s), and/or subcontractor(s) are not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the federal government, or in receipt of a notice of proposed debarment or suspension. The PARTIES further agree to secure from any consultant(s), contractor(s), and/or subcontractor(s) for the PROJECT certification that such consultant(s), contractor(s), and/or subcontractor(s) are not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All PARTIES agree to provide immediate notice to the other PARTY in the event of it or its consultant(s), contractor(s), and/or any subcontractor(s) associated with the PROJECT being suspended, debarred, or declared ineligible by any department or agency of the federal government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this AGREEMENT. LOCAL further agrees to provide immediate notice to CPRA in the event of it or its consultant(s), contractor(s), and/or any subcontractor(s) being suspended, debarred, or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this AGREEMENT.

Upon notice of suspension, debarment, or declaration that either PARTY and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the federal government, either prior to or after execution of this AGREEMENT, each PARTY reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this AGREEMENT pursuant to the terms of ARTICLE VII ("TERMINATION FOR CAUSE") of this AGREEMENT, or take such other action it deems appropriate under this AGREEMENT. Upon notice of suspension, debarment, or declaration that LOCAL and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this AGREEMENT, CPRA further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this AGREEMENT pursuant to the terms of ARTICLE VII ("TERMINATION FOR CAUSE") of this AGREEMENT, or to take such other action it deems appropriate under this AGREEMENT.

## ARTICLE XXI

NO THIRD PARTY BENEFICIARY

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

## ARTICLE XXII

RELATIONSHIP OF PARTIES

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

## ARTICLE XXIII

APPLICABLE LAW, VENUE, AND DISPUTES

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to application of choice of law principles. Before any PARTY to this AGREEMENT may bring suit in any court concerning any issue relating to this AGREEMENT, such PARTY must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the PARTIES. The exclusive venue for any suit arising out of this AGREEMENT shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

## ARTICLE XXIV

DELAY OR OMISSION

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

## ARTICLE XXV

REPORTING OF FRAUD, WASTE, ABUSE, OR CRIMINAL ACTIVITY

In accordance with La. R.S. 24:523, any actual or suspected misappropriation, fraud, waste, or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

Online:	<a href="https://www.la.gov/report-fraud">https://www.la.gov/report-fraud</a>
Toll-Free Phone:	1-844-50-FRAUD (1-844-503-7283)
Fax:	1-844-40-FRAUD (1-844-403-7283)
U.S. Mail:	LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

## ARTICLE XXVI

SEVERABILITY

The terms and provisions of this AGREEMENT are severable. Unless the primary purpose of this AGREEMENT would be frustrated, the invalidity or unenforceability of any term or condition of this AGREEMENT shall not affect the validity or enforceability of any other term or provision of this AGREEMENT. The PARTIES intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this AGREEMENT, and if such a provision cannot be reformed, enforce this AGREEMENT as set forth herein in the absence of such provision.

## ARTICLE XXVII

ENTIRE AGREEMENT

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

This AGREEMENT may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes and all such counterpart copies together shall constitute one and the same AGREEMENT.

## ARTICLE XXVIII

PROVISION REQUIRED BY LAW DEEMED INSERTED

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

## ARTICLE XXIX

ANTI-LOBBYING

LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) agree not to use proceeds from this AGREEMENT to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## ARTICLE XXX

PROHIBITED ACTIVITY, CONFLICTS OF INTEREST, AND CODE OF ETHICS

LOCAL and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, the PROJECT FUNDS provided herein for political activities, inherently religious activities, lobbying, political

patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. LOCAL and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. § 1501, et seq.), which limits the political activity of employees.

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

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

ARTICLE XXXI

COVENANT AGAINST CONTINGENT FEES

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

ARTICLE XXXII

COPYRIGHT

CPRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including, but not limited to, reports, maps, or documents produced as a result of this AGREEMENT, in whole or in part, and to authorize others to do so. LOCAL also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the materials, including, but not limited to, reports, maps, or documents produced as a result of this AGREEMENT, in whole or in part, and to authorize others to do so. The PARTIES also understand and agree that they will not interfere with any rights the federal government may have with respect to the right to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for federal purposes.

ARTICLE XXXIII

REMEDIES FOR NONCOMPLIANCE

LOCAL acknowledges that any of the PROJECT FUNDS not used in accordance with the terms and conditions of this AGREEMENT, federal, state, and local laws, rules, and regulations, or conditions of the PROJECT FUNDS, shall be reimbursed to CPRA, and that any cost and expense in excess of the total maximum PROJECT commitment, as agreed to by CPRA and set forth herein, shall be the sole responsibility of LOCAL. CPRA shall also be entitled to any other remedies for noncompliance as provided herein.

If LOCAL or its agent(s), consultant(s), contractor(s), and/or subcontractor(s) fail to comply with any applicable federal, state, or local laws, rules, or regulations pertaining to the PROJECT FUNDS, in addition to Termination for Cause or Termination for Convenience, CPRA may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by LOCAL or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the PROJECT FUNDS; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. Part 180 and/or state law; (e) withhold further funding for the PROJECT; or (f) take other remedies that may be legally available under federal or state law, including under the provisions of La. R.S. 39:1672.2-1672.4, as applicable. LOCAL shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in ARTICLE XXIII ("APPLICABLE LAW, VENUE, AND DISPUTES") of this AGREEMENT.

ARTICLE XXXIV

NO AUTHORSHIP PRESUMPTIONS

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

ARTICLE XXXV

DESIGNATION OF POINTS OF CONTACT

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

If to LOCAL:

MATTHEW JEWELL  
PARISH PRESIDENT  
ST. CHARLES PARISH GOVERNMENT  
COURTHOUSE THIRD FLOOR  
15045 RIVER ROAD  
HAHNVILLE, LA 70075  
POST OFFICE BOX 302  
985-783-5050

If to CPRA:

MICHAEL HARE  
EXECUTIVE DIRECTOR  
COASTAL PROTECTION AND RESTORATION AUTHORITY  
POST OFFICE BOX 44027  
BATON ROUGE, LA 70804-4027  
225-342-4683

ARTICLE XXXVI

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This AGREEMENT shall be effective commencing on August 1, 2025, and terminating on July 31, 2028, unless otherwise terminated or amended by written mutual agreement of all PARTIES or in accordance with the terms herein.

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

This AGREEMENT may be executed in multiple originals.

Remainder of this page left intentionally blank

Signature page follows

THUS DONE, PASSED, AND SIGNED on the dates indicated below before the below-named notary and competent witnesses.

COASTAL PROTECTION AND RESTORATION AUTHORITY

By: [Signature]  
MICHAEL HARE, EXECUTIVE DIRECTOR

Date: 12/8/25

WITNESSES:

[Signature]  
Signature

Joann D. Hicks  
Print Name

[Signature]  
Signature

JENNIFER DARK MOON  
Print Name

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 8 day of December, 2025 personally came and appeared MICHAEL HARE, to me known, who declared that he is the Executive Director of the COASTAL PROTECTION AND RESTORATION AUTHORITY, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency, and that he acknowledged the instrument to be the free act and deed of said State Agency.

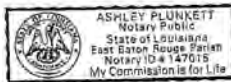
147015  
La. Notary Public / Bar Number

My commission expires: LIFE

[Signature]  
Signature

ASHLEY PLUNKETT  
Print Name

(SEAL)



ST. CHARLES PARISH GOVERNMENT

By: [Signature]  
MATTHEW JEWELL, PARISH PRESIDENT

Date: 1-26-26

72-6001208  
Federal Identification Number

WITNESSES:

[Signature]  
Signature

Michelle Inpostak  
Print Name

[Signature]  
Signature

Melissa Bartholomew  
Print Name

STATE OF LOUISIANA

PARISH OF St. Charles

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 26 day of January, 2026 personally came and appeared MATTHEW JEWELL to me known, who declared that he is the Parish President of the ST. CHARLES PARISH GOVERNMENT that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity, and that he acknowledged the instrument to be the free act and deed of said entity.

28909  
La. Notary Public / Bar Number

My commission expires: forever

[Signature]  
Signature

COREY M. OUBRE  
NOTARY PUBLIC  
LSBA NO: 28706  
LA NOTARY NO. 77473  
St. Charles Parish, Louisiana  
My Commission is issued for Life

(SEAL)

ATTACHMENT A SCOPE OF WORK

Louisiana Trustee Implementation Group Implementation Work Plan for Des Allemands Boat Launch

This Deepwater Horizon (DWH) Implementation Work Plan outlines the tasks and activities to be undertaken to implement the Des Allemands Boat Launch project authorized by the Louisiana Trustee Implementation Group (LA TIG) in the Louisiana Trustee Implementation Group Final Restoration Plan/Environmental Assessment #4: Nutrient Reduction (Nonpoint Source) and Recreational Use (RP/EA #4) and Resolution #LA-2022-013. The Louisiana Coastal Protection and Restoration Authority (CPRA) is the Lead Trustee for this project and will oversee the work performed by St. Charles Parish as outlined herein.

ACTIVITIES

Project Implementation

- 1. Activities and responsibilities. St. Charles Parish is responsible for the planning, engineering and design, permitting and consultation, and construction of the project, as outlined in RP/EA #4.
2. Timeframe. Implementation will begin as soon as environmental compliance is completed.

Table with 4 columns: Activity, Responsible Party, Funds, Expected Timeframe. Rows include Planning and E&D, Permitting and Consultation, Construction.

Operation and Maintenance

- 1. Activities and responsibilities. St. Charles Parish is responsible for all maintenance activities and costs related to the new and improved structures...
2. Funding. The funding for operation and maintenance activities are the responsibility of St. Charles Parish.
3. Timeframe. St. Charles Parish will conduct reasonable and appropriate maintenance with respect to this project...

Monitoring

- 1. Activities and responsibilities. Monitoring of the alternative will include ensuring that all elements are constructed as designed...
2. Funding. The funding source for monitoring activities is St. Charles Parish funds.
3. Timeframe. St. Charles Parish will conduct monitoring as outlined in the RP/EA #4 for 5 years.

BUDGET

- 1. The total DWH funding available for the project is \$1,841,116. The funding will be utilized for construction; St. Charles Parish will provide the funding for design services and any additional funding needed to complete construction.

REPORTING REQUIREMENTS/DELIVERABLES

- 1. Project Implementation. CPRA will provide financial and implementation project status to the LA TIG at regularly scheduled LA TIG meetings...
2. Project Monitoring. St. Charles Parish will provide an annual report to CPRA by January 30th of each year...
3. Letter of Completion. Within 45 days of completion of all requirements specified in this Work Plan...
4. Form. All project reporting will be in the form specified by CPRA...

ADDITIONAL TERMS:

- 1. CPRA will notify the LA TIG of material project changes during design or construction before taking further action on the project.
2. At the time this Work Plan is approved, environmental compliance with federal regulations is still pending for the project.

(Form CPRA-MR)

Table with 10 columns listing various environmental acts like Bald and Golden Eagle Protection Act, Coastal Barrier Resources Act, etc., with completion status.

REFERENCE DOCUMENTS:

- 1. CPRA will provide the following to St. Charles Parish upon execution of the Work Plan and Implementation Agreement:
- LA TIG RP/EA #4
- Project Monitoring Plan
- Trustee Council Standard Operating Procedures

(Form CPRA-MR)

ATTACHMENT B

CERTIFIED MONTHLY MONITORING REPORT

LAGOV CONTRACT NO. \_\_\_\_\_

Date: \_\_\_\_\_

Local: \_\_\_\_\_ CPRA Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

- I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):
A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
B. Hourly (include services performed and number of hours worked).
C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
D. Actual Costs Incurred.
E. Fee Schedule.
II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:
A. Tasks and/or milestones accomplished (give dates).
B. Tasks and/or milestones not accomplished with explanation or assessment of:
1. Nature of problems encountered.
2. Remedial action taken or planned.
3. Whether minimum criteria for measure can still be met.
4. Likely impact upon achievement.

III. RECORD OF INVOICES:

Table with 4 columns: Invoice Number, Vendor Name, Cost Code\*, Amount. Includes a Total row.

\* Cost Code - Category
RE - Real Estate PN - Planning CN - Construction MI - Miscellaneous EQ - Equipment

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

VI. CERTIFICATION

I am a properly designated official representing the above identified Local, and I hereby certify that the work covered by the invoices and supporting documentation has been reviewed, performed, and completed in accordance with the contract(s) entered into between the Local and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s). I hereby certify that all information contained in the invoices and supporting documentation, and in this Certified Monthly Monitoring Report is true and correct, and completed in accordance with the terms of the applicable contracts and agreements, and that the invoices meet all applicable federal, state, and local laws, rules, and regulations. I hereby certify compliance with the terms and conditions of the Intergovernmental Agreement by and between the State of Louisiana and the Local.

CERTIFIED BY:

Local Representative \_\_\_\_\_ Date \_\_\_\_\_ (Printed Name)

FOR CPRA USE: Reviewed By: CPRA Project Manager (Optional) Date: Approved By: CPRA Contract Monitor Date:

2026-0035

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

RESOLUTION NO. 6887

A resolution supporting the application for funding of the Turtle Pond Pump Station Upgrades project through the Louisiana Office of Community Development's FY 2025-2026 Local Government Assistance Program.

WHEREAS, Louisiana Legislature House Bill 2 (Act No. 2) allocated \$60,000.00 per parish for the Local Government Assistance Program for fiscal year 2025-2026; and,

WHEREAS, to improve drainage in the St. Rose area, the Turtle Pond Pump Station is being rebuilt to increase pumping capacity; and,

WHEREAS, the pump station project scope includes a combination of pump station upgrades, culvert replacements, canal widening, and channel improvements; and,

WHEREAS, the Parish President and the Department of Public Works request the Parish Council's support for the application to have this recommended improvement partially funded through the Louisiana Office of Community Development's FY 2025-2026 Local Government Assistance Program.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the application for funding of the Turtle Pond Pump Station Upgrades project through the Louisiana Office of Community Development's FY 2025-2026 Local Government Assistance Program.

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

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

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

And the resolution was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: January 26, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: January 26, 2026
AT 7:15PM RECD BY: [Signature]

2026-0036

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

RESOLUTION NO. 6888

A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Upper Barataria Risk Reduction Sunset Pump Station Upgrade (BA-0285) project in Des Allemands.

WHEREAS, the Sunset Pump Station Upgrade Construction project (herein after referred to as project), a phase of the West Bank Hurricane Protection Levee and Upper Barataria Risk Reduction System, is being constructed for the purpose of reducing the threat of harm to citizens and damage to property in St. Charles Parish through the reduction of flooding; and,

WHEREAS, the project is consistent with the Coastal Protection and Restoration Authority (CPRA) 2023 Coastal Master Plan and Fiscal Year 2026 Annual Plan as a key component of the Upper Barataria Risk Reduction System Program; and,

WHEREAS, the CPRA Fiscal Year 2026 Annual Plan budget allocated \$5,500,000 in Fiscal Year 2010 State Surplus funding to be applied to the project; and,

WHEREAS, the CPRA has prepared the necessary Intergovernmental Agreement to provide funding for the project and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL do hereby do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for funding to complete the Upper Barataria Risk Reduction Sunset Pump Station Upgrade project.

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

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

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

And the resolution was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: January 26, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: *[Signature]*  
 RETD/SECRETARY: *[Signature]* January 26, 2026  
 AT: 715 PM RECD BY: *[Signature]*

CPRA Agreement No. \_\_\_\_\_  
 Ordinance No. \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

STATE OF LOUISIANA

THROUGH THE

COASTAL PROTECTION AND RESTORATION AUTHORITY

AND THE

ST. CHARLES PARISH GOVERNMENT

REGARDING

CONSTRUCTION OF THE

UPPER BARATARIA RISK REDUCTION SUNSET PUMP STATION UPGRADE

PROJECT NO. BA-0285

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT"), is entered into and effective by and between the State of Louisiana through the COASTAL PROTECTION AND RESTORATION AUTHORITY (hereinafter referred to as the "CPRA") acting by and through its Executive Director MICHAEL HARE, and the ST. CHARLES PARISH GOVERNMENT (hereinafter referred to as the "LOCAL") represented by its duly authorized Parish President MATTHEW JEWELL. (CPRA and LOCAL are referred to herein collectively as the "PARTIES" or individually as "PARTY").

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

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD (hereinafter referred to as the "BOARD") represents the State of Louisiana's position in policy relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, CPRA is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and CPRA administers the programs, projects, and activities approved for funding by the BOARD, and, therefore, CPRA shall administer and implement the obligations undertaken pursuant to this AGREEMENT; and

WHEREAS, pursuant to La. R.S. 49:214.6.2, CPRA shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs, and may enter into contracts with the federal government, local governing authorities, and political subdivisions for the implementation of coastal protection projects, programs, or activities; and

WHEREAS, LOCAL is the governing body of St. Charles Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as CPRA, for the public welfare, health, safety, and good order of St. Charles Parish by virtue of the specific authority granted in its Home Rule Charter, Article II, La. R.S. 33:1236, and Article VII, Section 14 of the Louisiana Constitution; and

WHEREAS, LOCAL is authorized under Article VI, Part III, of the Louisiana Constitution to provide for the construction and maintenance of levees, levee drainage, flood protection, and hurricane flood protection within the territorial jurisdiction of LOCAL, and all purposes incidental thereto, including on its own behalf or for the areas or the levee districts under its authority; and

WHEREAS, the PARTIES desire to enter into this AGREEMENT for the purpose of lessening the threat of harm to citizens and damage to property in St. CHARLES PARISH through the reduction of flooding, by constructing the UPPER BARATARIA RISK REDUCTION SUNSET PUMP STATION UPGRADE PROJECT (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is consistent with Louisiana's Comprehensive Master Plan for a Sustainable Coast, is included in an Annual Plan approved by the Louisiana Legislature, and is identified as eligible for allocation of proposed funding, contingent upon funding being made available to CPRA for the PROJECT; and

WHEREAS, during the construction phase, LOCAL shall develop a specific plan for the operation, maintenance, repair, rehabilitation, and replacement ("O&M") (hereinafter referred to as the "O&M PLAN") for the PROJECT in coordination with CPRA; and

WHEREAS, LOCAL shall be solely responsible for the O&M of the PROJECT, including any required mitigation associated therewith, but may enter into cooperative agreements or other sub-agreements in accordance with the Constitution and laws of the State of Louisiana with other local sponsors for the performance of LOCAL's O&M obligations under this AGREEMENT, if and as applicable; and

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

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

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

**ARTICLE I**

**PURPOSE AND IDENTIFICATION**

**A. PURPOSE**

The purpose of this AGREEMENT is to set forth the terms, conditions, and responsibilities to be performed by LOCAL and CPRA in the construction of the PROJECT, which will upgrade the existing Sunset Drainage Pump Station.

**B. IDENTIFICATION**

For the purpose of administration, identification, and record keeping, State Project Number BA-0285 is assigned to this PROJECT. This number will be

used to identify all PROJECT costs.

**ARTICLE II**

**SCOPE AND PROJECT DESCRIPTION**

The objective of the current phase for the PROJECT is to replace existing pumps, gears, engines, and other appurtenances at the Sunset Drainage Pump Station, to provide proper flood protection and drainage for residents within the Sunset Drainage Basin. These improvements will prepare the existing station for an anticipated future T-Wall frontal protection project to be constructed by the U.S. Army Corps of Engineers, to ensure that the station will continue to run at its full present capacity.

The scope of work for the PROJECT shall be consistent with ARTICLE III ("PROJECT RESPONSIBILITY"), and as identified in ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT, including the design, bidding, construction, and closeout for replacement of existing pumps, gears, engines and other appurtenances for the Sunset Drainage Pump Station.

**ARTICLE III**

**PROJECT RESPONSIBILITY**

**A. CPRA PROJECT RESPONSIBILITY**

1. Provide funding to LOCAL in accordance with the terms and conditions of this AGREEMENT for the construction of the PROJECT.
2. Provide appropriate CPRA personnel for consultation, as necessary.
3. Provide access to relevant construction resources, as necessary.
4. Review and approve design criteria developed by LOCAL.
5. If requested by CPRA, perform secondary review of plans and specifications. LOCAL shall be responsible for primary review and shall provide comments on plans and specifications.
6. If requested by CPRA, review and approve any Notice to Proceed ("NTP") for work pertaining to the PROJECT.
7. Review and approve any Scope of Work changes for any contract(s) and any amendment(s) entered into between Local and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) for professional services (hereinafter referred to as the "SERVICES CONTRACT DOCUMENTS") for the PROJECT.
8. Review and approve any change order that increases the amount of the original construction contract, awarded through the public bid process (hereinafter referred to as the "CONSTRUCTION CONTRACT AWARD"), prior to execution of the change order.
9. If requested by CPRA, perform secondary review and approval of any change order that does not increase the CONSTRUCTION CONTRACT AWARD, prior to execution of the change order.
10. If Value Engineering is requested by either PARTY, review and approve all cost savings resulting from Value Engineering.
11. Issue written authorization prior to advertisement of the PROJECT, or any phase thereof, for public bid.
12. If requested by CPRA, perform secondary review of bids received prior to contract award. LOCAL shall be responsible for primary review of bids, and shall evaluate bids received, and provide a recommendation either to reject all bids or to award the contract to the lowest responsive and responsible bidder.
13. Provide appropriate CPRA personnel for consultation to LOCAL in the development of the O&M PLAN.
14. Review and approve the O&M PLAN for the PROJECT.
15. Attend pre-bid conference, if requested by either PARTY.
16. Attend the pre-construction meeting and bi-weekly construction progress meetings, if requested by either PARTY.
17. Attend the final inspection upon completion of the PROJECT.

**B. LOCAL PROJECT RESPONSIBILITY**

1. Perform and/or contract to perform the construction of the PROJECT in accordance with ATTACHMENT A ("SCOPE OF WORK") and the terms and conditions of this AGREEMENT.
  - a. Work under this AGREEMENT for the PROJECT shall be in accordance with all applicable laws, rules, and regulations, and LOCAL shall ensure that the work is the best obtainable within established trade practice. The submittal of documentation to CPRA as required by this AGREEMENT shall be for the purpose of verifying that the funds are spent in accordance with this AGREEMENT and the applicable legislation, providing evidence of the progress of the PROJECT, and verifying that such documentation is being produced. LOCAL shall be responsible for submitting complete and accurate documentation.
  - b. Construction of the PROJECT shall be in accordance with CPRA minimum design standards and accepted sound engineering principles, as delineated in the design criteria to be developed by LOCAL. LOCAL shall provide design criteria to CPRA's Project Manager, identified in ARTICLE VI ("RECORD KEEPING AND MONITORING") of this AGREEMENT, for review and written approval prior to initiation of any work for the PROJECT under this AGREEMENT. LOCAL's failure to develop design criteria that are approvable by CPRA may result in termination of this AGREEMENT, at CPRA's sole discretion.
  - c. All engineering design documents, plans, and specifications shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with La. R.S. Title 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.
  - d. During the construction period, LOCAL, or its agent, shall provide PROJECT construction updates through continuous electronic access to all construction progress documents and/or through a monthly status report that summarizes the progress of construction.
  - e. CPRA shall be invited to the preconstruction meeting, and all construction progress meetings. LOCAL will immediately notify CPRA of any construction delays or specific environmental concerns. Any preconstruction meeting shall comply with the requirements of La. R.S. 38:2225.6(B), as applicable.
2. Perform and/or contract to perform the management and oversight of work for the PROJECT, in accordance with the following:

- a. LOCAL shall review and provide comments on all plans and specifications. LOCAL shall provide all plans and specifications to CPRA prior to public bid of any work under this AGREEMENT. At CPRA's request, LOCAL shall obtain written approval of plans and specifications from CPRA's Project Manager prior to public bid of any work under this AGREEMENT.
  - b. LOCAL shall obtain written approval from CPRA's Project Manager prior to the issuance of a NTP by LOCAL and before any associated costs are incurred by LOCAL to any consultant(s), contractor(s), and/or subcontractor(s), or to any other third party(ies), for work pertaining to the PROJECT under this AGREEMENT. A minimum period of ten (10) business days is required by CPRA for review.
  - c. LOCAL shall properly document, organize, and submit all Scope of Work changes relating to any SERVICES CONTRACT DOCUMENTS to CPRA's Project Manager for review and written approval prior to issuance of a NTP. A minimum period of ten (10) business days is required by CPRA for review.
  - d. LOCAL shall submit any change order that increases the CONSTRUCTION CONTRACT AWARD to CPRA for review and approval, prior to execution of the change order. Approval of such change orders shall be at CPRA's sole discretion.
  - e. LOCAL shall notify CPRA in writing of any change order that does not increase the CONSTRUCTION CONTRACT AWARD, and LOCAL shall submit such change orders to CPRA for review and approval upon CPRA's request.
  - f. If Value Engineering is requested by either PARTY, LOCAL shall document, detail, and submit all cost savings resulting from Value Engineering for the PROJECT to CPRA's Project Manager for review and written approval prior to the issuance of a NTP for a change in Scope of Work by LOCAL resulting from Value Engineering. A minimum period of fifteen (15) business days is required by CPRA for review.
  - g. Upon request of LOCAL in writing, CPRA, in its sole discretion, may complete its review in less than the required minimum period.
  - h. LOCAL shall submit Certified Monthly Monitoring Reports, as provided in ATTACHMENT C to this AGREEMENT, to CPRA's Project Manager.
3. Perform and/or contract to perform the construction administration, supervision and inspection, project management support during construction, and design engineering services during construction for the PROJECT.
  4. Retain an engineer of record for the PROJECT for construction administration and design engineering services during construction for the duration of the PROJECT.
5. Provide any PROJECT-related documents requested or required by CPRA, and as detailed in ARTICLE IV ("DELIVERABLES") of this AGREEMENT.
  6. Procure work necessary for construction in accordance with state law when a public works work item and/or task for the PROJECT is of a scope and magnitude that is beyond the construction capabilities of LOCAL, or exceeds the contract limit allowed by state law. LOCAL shall advertise and receive bids for such work, in accordance with all applicable law, and generally as follows:
    - a. LOCAL shall be responsible for compliance with all applicable provisions of La. R.S. Title 38, Chapter 10 ("Public Bid Law") and all applicable provisions of La. R.S. Title 39.
    - b. LOCAL shall solicit bids for the materials, labor, and equipment needed to construct the PROJECT in accordance with Public Bid Law, and all applicable laws of the state, including, but not limited to, La. R.S. 38:2211, *et seq.*, and as applicable to political subdivisions of the state.
    - c. LOCAL shall provide to CPRA, through CPRA's Project Manager, the entire construction contract package (hereinafter referred to as the "CONSTRUCTION CONTRACT DOCUMENTS") for any work under this AGREEMENT, as set forth more fully in ARTICLE IV ("DELIVERABLES").
    - d. LOCAL shall obtain written authorization from CPRA prior to advertising the PROJECT or any phase thereof for bids. LOCAL shall submit a copy of the complete bid advertisement package to CPRA, which shall include, but is not limited to, the advertisement for bids and all addenda, with its written request for authority to advertise.
    - e. LOCAL shall solicit bids utilizing the Louisiana Uniform Public Work Bid Form applicable to most state agencies and all political subdivisions, as mandated by La. R.S. 38:2211, *et seq.*, and as promulgated by the Louisiana Division of Administration and located in the Louisiana Administrative Code, Title 34.
    - f. LOCAL shall be responsible for primary review of all bids received, including evaluation of bids and recommendation of award. After receipt of bids, and before award of the contract, LOCAL shall submit to CPRA copies of the three (3) lowest bidder's proposals and proof of advertising. LOCAL's submittal shall include, but is not limited to: proof of publication of advertisement for bids; the bid proposals and bid bonds of the three (3) lowest bidders; the bid tabulation form, bid evaluation, and recommendation of award, certified by the engineer of record and LOCAL; and proposed notice of award of contract.
    - g. At CPRA's request, LOCAL shall obtain comments from CPRA on the three (3) lowest bidder's proposals, and all related documents. After receiving comments from CPRA, LOCAL may then award and execute the construction contract. The amount of this contract is the CONSTRUCTION CONTRACT AWARD. LOCAL shall submit to CPRA copies of the notice of award of contract, the executed contract, and the performance bond(s) and/or payment bond(s), and all other documents required under statute.
    - h. The contract and the performance bond(s) and/or payment bond(s) shall be recorded in the Clerk of Court office(s) for LOCAL and all parishes where the work is to be performed. Proof of recordation of the contract and bond(s) shall be submitted to CPRA, along with a copy of the NTP. Once those items have been submitted to CPRA, LOCAL shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, *et seq.*, and shall send a certified copy of the resolution to CPRA.
  7. Receive, review, approve, and pay invoices from any consultant(s), contractor(s), subcontractor(s), and/or vendor(s) on a timely basis and in accordance with this ARTICLE, ARTICLE V ("PROJECT FUNDING AND PAYMENT") of this AGREEMENT, and all applicable federal, state, and local laws, rules, and regulations.
  8. Submit certified invoices to CPRA for payment. LOCAL shall certify that the work performed by LOCAL and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) covered by the invoice has been performed or completed in accordance with ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT, and in accordance with the CONSTRUCTION CONTRACT DOCUMENTS and/or the SERVICES CONTRACT DOCUMENTS.
  9. Adhere to all applicable federal and state funding requirements and guidelines, as well as to all terms and conditions of this AGREEMENT. At CPRA's sole discretion, LOCAL's failure to adhere to these requirements may result in withholding payment to LOCAL.
  10. Determine the land rights, easements, rights-of-way, relocations, disposal areas, and servitudes ("LERRDS") that may be necessary for construction of the Project, and determine the manner and method by which LERRDS shall be acquired.
  11. Acquire any LERRDS, whether permanent or temporary in nature, needed for construction of the PROJECT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with the acquisition of LERRDS.
  12. Plan, design, and construct any access roads that may be necessary for the construction of the PROJECT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with the acquisition of LERRDS needed for construction of any access roads.
  13. Acquire any and all federal, state, and local permits and/or any other authorizations that are required for construction and O&M of the PROJECT, including, but not limited to, letters of no objection, Coastal Use Permits, and authorization under Section 408. LOCAL shall submit copies of applicable permits and/or other authorizations to CPRA prior to initiating any regulated and/or permitted construction activity.
  14. Perform and/or contract to perform any investigation, study, cleanup, and response determined to be necessary relative to any hazardous, toxic or radioactive waste material, whether regulated by a local government, state government, or the federal government. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with such investigation, study, cleanup, and response.
  15. Develop a specific O&M PLAN for the PROJECT in coordination with CPRA, under which plan LOCAL shall be solely responsible for the O&M for the PROJECT, including any mitigation associated with O&M for the PROJECT, upon completion of construction.
    - a. The O&M PLAN shall be approved by CPRA at the completion of construction.
    - b. The O&M PLAN and the conditions set forth therein shall be incorporated into this AGREEMENT as if written herein and the terms therein shall survive the termination or expiration of this AGREEMENT for any reason. Failure to operate in accordance with the established O&M PLAN shall be considered a breach of contract for which CPRA may seek any remedy available under this AGREEMENT or any other law, rule, or regulation.
    - c. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with O&M for the PROJECT, including any associated mitigation.
  16. Arrange for and conduct final inspection of the completed work for the PROJECT. Such inspection shall be made in conjunction with CPRA. LOCAL shall provide CPRA with a certified engineer's approval of the final PROJECT inspection upon PROJECT completion, as well as a construction completion report, as set forth in ARTICLE IV ("DELIVERABLES") of this AGREEMENT.

#### ARTICLE IV DELIVERABLES

- A. LOCAL shall provide to CPRA, through CPRA's Project Manager identified in ARTICLE VI ("RECORD KEEPING AND MONITORING") of this AGREEMENT, any deliverables identified in and according to ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT.
- B. LOCAL shall provide to CPRA, through CPRA's Project Manager, the CONSTRUCTION CONTRACT DOCUMENTS as identified in ARTICLE III ("PROJECT RESPONSIBILITY"), which shall include, but are not limited to, the following:
  1. Finalized bid documents;
  2. Advertisement for bids and all addenda;
  3. Proof of publication of advertisement for bids;
  4. Bid proposals and bid bonds of the three (3) lowest bidders;
  5. Bid tabulation form, bid evaluation and recommendation of award, certified by the engineer of record and LOCAL;
  6. Notice of award of contract;
  7. Executed contract and performance bond(s) and/or payment bond(s);
  8. Proof of recordation of the contract and bond(s) in the Clerk of Court for LOCAL and any parishes where work is to be performed; and
  9. Resolution Certifying Compliance with the Public Bid Law, adopted by LOCAL.
- C. LOCAL shall provide to CPRA, through CPRA's Project Manager, monthly invoices detailing work performed, which shall include all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in ATTACHMENT C ("CERTIFIED MONTHLY MONITORING REPORT") to this AGREEMENT. Supporting documentation shall include, but is not limited to, the following information:
  1. Copies of all recorded time sheets and/or records for any consultant(s), contractor(s), subcontractor(s), and/or vendor(s);
  2. Written certification by a properly designated official representing LOCAL that the detailed monthly invoices are true and correct, completed in accordance with Attachment A ("Scope of Work") to this Agreement, and in accordance with the CONSTRUCTION CONTRACT DOCUMENTS and/or the SERVICES CONTRACT DOCUMENTS; and
  3. Written certification that the detailed monthly invoices meet all applicable federal, state, and local laws, rules, and regulations.
- D. LOCAL shall provide to CPRA, through CPRA's Project Manager, a construction completion report as identified in ARTICLE III ("PROJECT RESPONSIBILITY"), which shall include, but is not limited to, the following:
  1. As-built drawings, including computer-aided design ("CAD") drawings and input files;
  2. Verification of completed punch-list items;

3. Photographic documentation of completed work; and
  4. Any other information requested by CPRA.
- E. LOCAL shall provide to CPRA, through CPRA's Project Manager, all documents and records listed in ARTICLE III ("PROJECT RESPONSIBILITY") of this AGREEMENT, and any other PROJECT-related documents requested or required by CPRA, which may include, but are not limited to, any:
1. SERVICES CONTRACT DOCUMENTS, including related Scopes of Work and cost estimates;
  2. Survey reports;
  3. Geotechnical data collection and geotechnical engineering reports;
  4. Engineering design reports, including design criteria as applicable;
  5. Estimates of probable cost or construction cost estimates;
  6. Plans and specifications;
  7. Permitting and environmental compliance documents; and
  8. Initial and/or revised PROJECT schedules.
- F. LOCAL shall provide to CPRA, through CPRA's Project Manager, a copy of a resolution authorizing its execution of this AGREEMENT passed by the governing body authorized to approve execution of this AGREEMENT.
- G. LOCAL shall provide to CPRA, through CPRA's Project Manager, a copy of any final documents produced in connection with the performance of the work outlined herein, including, but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications, as-built drawings, and the O&M PLAN generated for the PROJECT in accordance with this AGREEMENT. However, in the event that LOCAL needs to publicly bid any portion of the work for this PROJECT, LOCAL shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Records law and Louisiana Public Bid Law, any PROJECT documents to any other entity, except its consultants, agents, or representatives for the PROJECT, prior to advertising such work for public bid.

#### ARTICLE V

##### PROJECT FUNDING AND PAYMENT

This Agreement shall be administered as follows:

- A. CPRA shall provide to LOCAL, a maximum of \$5,500,000.00 for the construction of the PROJECT from State Surplus funds (hereinafter referred to as the "PROJECT FUNDS"). The PROJECT FUNDS available to LOCAL for the construction of the PROJECT are as follows: \$5,500,000.00 in Fiscal Year 2010 State Surplus funds.
  - B. CPRA's participation in this PROJECT is contingent upon receipt of the PROJECT FUNDS and allocation of those funds in an Annual Plan approved by the Louisiana Legislature. All funding shall be subject to ARTICLE XX ("FISCAL FUNDING CLAUSE") of this AGREEMENT.
  - C. Any additional funds required for completion of the PROJECT in excess of the maximum PROJECT cost of \$5,500,000.00 shall be the sole responsibility of LOCAL. LOCAL will be paid up to an amount not to exceed a maximum of \$5,500,000.00, subject to the terms and conditions set forth herein, for eligible work as identified in this AGREEMENT. In no case shall the sum total of payments made by CPRA to LOCAL exceed the maximum PROJECT cost for the term of this AGREEMENT.
  - D. The funding will be provided to LOCAL based upon submittal and approval of monthly invoices, and all other deliverables as described and referenced in ARTICLE IV ("DELIVERABLES") herein, to CPRA's Project Manager, identified in ARTICLE VI ("RECORD KEEPING AND MONITORING") of this AGREEMENT. If the monthly invoice is approved, CPRA will process payment to LOCAL.
  - E. All invoices shall be subject to verification, adjustment, and/or settlement as a result of any audit referenced in ARTICLE VII ("RECORD RETENTION, REPORTING, AND AUDITS") of this AGREEMENT. PROJECT costs exceeding the maximum PROJECT cost of \$5,500,000.00 shall be the sole responsibility of LOCAL.
  - F. All invoices submitted for payment by LOCAL shall be billed as actual costs incurred and shall not include any requests for payment of a negotiated contractual lump sum amount. With the exception of construction contracts awarded through the public bid process, payments for lump sum amounts, regardless of their source or purpose, shall not be allowed under this AGREEMENT.
  - G. Costs incurred by LOCAL, which are directly related to the work described herein, are eligible for payment in accordance with established guidelines and in accordance with this ARTICLE, ARTICLE III ("PROJECT RESPONSIBILITY"), and ARTICLE IV ("DELIVERABLES"). However, any costs associated with LOCAL staff time for any work for the PROJECT are ineligible for payment by CPRA under this AGREEMENT. Costs for contracted work are identified as eligible or ineligible for payment by CPRA under this AGREEMENT as follows:
    1. Costs for the construction of the PROJECT in accordance with ATTACHMENT A ("SCOPE OF WORK"), and the terms and conditions of this AGREEMENT, are eligible for payment by CPRA under this AGREEMENT, unless they have been otherwise identified as ineligible for payment in this ARTICLE.
    2. Any costs associated with the management and oversight of work for the PROJECT are ineligible for payment by CPRA under this AGREEMENT.
    3. Any costs associated with the construction administration, supervision and inspection, project management support during construction, and design engineering services during construction are ineligible for payment by CPRA under this AGREEMENT.
    4. Any costs associated with retaining an engineer of record for the PROJECT are ineligible for payment by CPRA under this AGREEMENT.
    5. Any costs associated with advertisement for bids, solicitation of bids, bid evaluation and recommendation of award, notice of award of contract, or recordation of the contract and bond(s) with the Clerk of Court are ineligible for payment by CPRA under this AGREEMENT.
    6. Any costs associated with determining the land rights, easements, rights-of-way, relocations, disposal areas, and servitudes ("LERRDS") that may be necessary for construction are ineligible for payment by CPRA under this AGREEMENT.
    7. Any costs associated with the acquisition of LERRDS, whether permanent or temporary in nature, are ineligible for payment by CPRA under this AGREEMENT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with the acquisition of LERRDS.
    8. Any costs associated with planning, design, and construction of any access roads that may be necessary for the PROJECT are eligible for payment by CPRA under this AGREEMENT. Any land rights costs associated with the construction of access roads are ineligible for payment by CPRA under this AGREEMENT.
- H. The Project Budget Estimate is provided in ATTACHMENT B to this AGREEMENT, which is attached hereto and incorporated herein. This is intended to be a reasonable cost estimate; actual quantities, hours, and hourly rates shall be billed as incurred and shall not exceed the maximum PROJECT cost.
9. Any costs associated with the acquisition of any and all federal, state, and local permits and/or any other authorizations that are required for construction and O&M of the PROJECT are ineligible for payment by CPRA under this AGREEMENT.
  10. Any costs associated with investigation, study, cleanup, and/or response determined to be necessary relative to any hazardous, toxic, or radioactive waste material are ineligible for payment by CPRA under this AGREEMENT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with such investigation, study, cleanup, and response.
  11. Any costs associated with O&M for the PROJECT, including any associated mitigation, are ineligible for payment by CPRA under this AGREEMENT. LOCAL understands and agrees that LOCAL shall be solely responsible for any costs associated with O&M for the PROJECT, including any associated mitigation.

#### ARTICLE VI

##### RECORD KEEPING AND MONITORING

The Contract Monitor and Project Manager for this AGREEMENT is Chris Scalco, or his designee. CPRA shall provide LOCAL notice of any changes to the designated Project Manager.

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

LOCAL agrees to abide by the requirements of all applicable federal, state, and local laws, rules, and regulations. LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall act in good faith to supply CPRA with any supporting material or documentation needed for release of the PROJECT FUNDS or for legal compliance.

LOCAL shall be responsible for monitoring any consultant(s), contractor(s), and/or subcontractor(s) to ensure that work performed in connection with this AGREEMENT comports with the AGREEMENT's terms and all applicable federal, state, and local laws, rules, regulations, and guidelines.

LOCAL shall register and maintain registration with the System for Award Management (also known as "SAM.gov"), and shall provide the Unique Entity Identification ("UEI") number to CPRA for the purpose of determining whether or not LOCAL is suspended, debarred, or declared ineligible from entering into contracts with the federal government, as provided in ARTICLE XXI ("CERTIFICATION OF DEBARMENT / SUSPENSION STATUS").

#### ARTICLE VII

##### RECORD RETENTION, REPORTING, AND AUDITS

LOCAL shall maintain, and shall require its consultant(s), contractor(s), and/or subcontractor(s) to maintain, all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the PROJECT FUNDS, pertaining to costs incurred for the PROJECT, and shall make such materials available for inspection at all reasonable times during the AGREEMENT period and for a five (5) year period from the final date of payment under this AGREEMENT for inspection by CPRA, the Louisiana State Inspector General and/or the Louisiana Legislative Auditor; however, prior to disposal of any PROJECT data, LOCAL shall obtain prior written approval from CPRA.

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

The purpose of submission of documentation by CPRA to LOCAL, or by LOCAL to CPRA, as required by this AGREEMENT, is to verify that such documentation is being produced, to provide evidence of the progress of the PROJECT, and to verify that the expenditure of PROJECT FUNDS occurs in accordance with the terms of this AGREEMENT. As between CPRA and LOCAL, CPRA assumes no responsibility to provide extensive document review for any documents received from LOCAL or its consultant(s), contractor(s), and/or subcontractor(s) or to determine the completeness or accuracy of any such documentation. LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall also be responsible for, and assure, compliance with all applicable federal, state, and local laws, rules, and regulations in carrying out any of its obligations under this AGREEMENT.

LOCAL shall assist CPRA with any required audit reporting, as applicable.

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE VIII

##### TERMINATION FOR CAUSE

CPRA may terminate this AGREEMENT for cause based upon the failure of LOCAL to comply with the terms and/or conditions of the AGREEMENT, provided that CPRA shall give LOCAL written notice specifying LOCAL's failure. If, within thirty (30) days after receipt of such notice, LOCAL has not corrected said failure, or, in the case where said failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeds to diligently complete such correction, then CPRA may, at its option, place LOCAL in default and the AGREEMENT may terminate on the date specified in such notice.

LOCAL may exercise any rights available to it under Louisiana law to

terminate for cause upon the failure of CPRA to comply with the terms and conditions of this AGREEMENT, provided that LOCAL shall give CPRA written notice specifying CPRA's failure and providing a reasonable opportunity for CPRA to cure the defect.

In the event that either PARTY elects to terminate this AGREEMENT pursuant to this Article, the PARTIES agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein.

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE IX

##### TERMINATION FOR CONVENIENCE

CPRA may terminate this AGREEMENT at any time by giving thirty (30) days written notice to LOCAL. LOCAL shall be entitled to payment for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination, and any costs or expenses LOCAL incurs which are directly associated with the termination, modification, or change of any underlying engineering, design, and/or consultant contracts for the PROJECT.

In the event that CPRA elects to terminate this AGREEMENT pursuant to this Article, the PARTIES agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein.

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE X

##### ALLOWABLE COSTS

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

#### ARTICLE XI

##### NON-DISCRIMINATION CLAUSE

The PARTIES agree to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 ("VEVRAA"); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 ("ADEA"), as amended, and the requirements of the Americans with Disabilities Act of 1990 ("ADA"), including the revised ADA Standards for Accessible Design for Construction Awards and revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; and 41 C.F.R. Chapter 60, as applicable.

The PARTIES agree to not discriminate in employment practices, and will render services under this AGREEMENT in accordance with 41 C.F.R. § 60-1.4, as applicable, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age, or disabilities.

Any act of discrimination committed by either PARTY, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this AGREEMENT.

#### ARTICLE XII

##### COMPLIANCE WITH FEDERAL LAW

The PARTIES, and their consultant(s), contractor(s), and/or subcontractor(s) employed in the completion of any construction-related activity, project or program conducted with the PROJECT FUNDS, shall comply with any applicable federal labor laws covering non-federal construction, which may include, but are not limited to, the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 3, the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), the Federal Funding Accountability and Transparency Act (Pub. L. 109-282), and the Davis-Bacon Act (40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708), if and as applicable.

The PARTIES agree, in the case of any equipment and/or product authorized to be purchased under this AGREEMENT, to comply with the Buy American Act (41 U.S.C. §§ 8301-8305, formerly 41 U.S.C. §§ 10a-10c), if and as applicable. The PARTIES further agree to comply with any mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), if and as applicable.

The PARTIES, and their consultant(s), contractor(s), and/or subcontractor(s), shall comply with any applicable federal environmental laws and executive orders, which may include but are not limited to, the National Environmental Policy Act ("NEPA") (42 U.S.C. § 4321, *et seq.*), the Endangered Species Act (16 U.S.C. § 1531, *et seq.*), the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801, *et seq.*), the Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), the Bald and Golden Eagle Protection Act (16 U.S.C. § 668, *et seq.*) and Executive Order No. 13186 ("Responsibilities of Federal Agencies to Protect Migratory Birds"), the National Historic Preservation Act (54 U.S.C. § 300101, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), the Federal Water Pollution Control Act ("Clean Water Act") (33 U.S.C. § 1251, *et seq.*) and Clean Water Act Section 404 (33 U.S.C. § 1344, *et seq.*), Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"), the Flood Disaster Protection Act (42 U.S.C. § 4002, *et seq.*), Executive Order 11988 ("Floodplain Management"), Executive Order 11990 ("Protection of Wetlands"), Executive Order 13112 ("Invasive Species"), Executive Order 14063 ("Use of Project Labor Agreements for Federal Construction Projects"), the Coastal Zone Management Act (16 U.S.C. § 1451, *et seq.*), the Coastal Barriers Resources Act (16 U.S.C. § 3501, *et seq.*), the Wild and Scenic Rivers Act (16 U.S.C. § 1271, *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f, *et seq.*), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. § 6901, *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act ("Superfund") (42 U.S.C. § 9601, *et seq.*), the Rivers and Harbors Act (33 U.S.C. § 407), the Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), the National Marine Sanctuaries Act (16 U.S.C. § 1431, *et seq.*), Executive Order 13089 ("Coral Reef Protection"), the Farmland Protection Policy Act (7 U.S.C. § 4201, *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. § 661, *et seq.*). LOCAL must immediately notify CPRA in writing, pursuant to ARTICLE XXXVI ("DESIGNATIONS OF POINTS OF CONTACT") herein, if LOCAL becomes aware of any impact on the environment that may impact the use of PROJECT FUNDS for the PROJECT.

#### ARTICLE XIII

##### GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

LOCAL shall comply with, and shall require any consultant(s), contractor(s), and/or subcontractor(s) employed in the completion of any activity, project or program conducted with the PROJECT FUNDS to comply with, all conditions of the PROJECT FUNDS as applicable, including but not limited to any CPRA Internal Agency Policies applicable to LOCAL and/or to any consultant(s), contractor(s),

and/or subcontractor(s), and the provisions provided therein. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this AGREEMENT.

LOCAL shall also be responsible for payment of all applicable taxes related to the PROJECT FUNDS.

#### ARTICLE XIV

##### LIABILITY, INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND

##### A. LIABILITY

LOCAL, its successors, and its assigns, shall be fully liable without limitation to the State of Louisiana and CPRA for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of LOCAL, or for any act or omission of its owners, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

##### B. INDEMNIFICATION AND HOLD HARMLESS

LOCAL, its successors, and its assigns, shall fully defend, indemnify, save, protect and hold forever harmless, without limitation, the State of Louisiana and CPRA, their successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under their control against any and all claims, demands, suits, actions (*ex contractu, et delictu*), quasi-contractual, statutory, or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person, including, but not limited to, amounts for loss of life or injury, or damage to persons or property, or damages to agents, representatives, employees, partners, consultants, contractors, subcontractors, suppliers, laborers, vendors or other agents or contractors of LOCAL, or any of the above, arising from or by reason of violation of the requirements of this AGREEMENT, any laws, rules or regulations, or any negligent act or omission, operation or work performed under this AGREEMENT by LOCAL, its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, including, but not limited to, any omissions, defects or deficiencies in the plans, specifications, construction, construction engineering or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim, demand, suit, or action of whatever kind or nature arising from, out of, or in any way connected with the work under this AGREEMENT, to the extent permitted by law.

However, LOCAL shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of CPRA and its officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

##### C. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against CPRA, alleged to arise out of or be related to this AGREEMENT, LOCAL shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim demand, suit, or cause of action is groundless, false, or fraudulent. CPRA may, but is not required to, consult with or assist LOCAL, but this assistance shall not affect LOCAL's obligations, duties, and responsibilities under this ARTICLE. LOCAL shall obtain CPRA's written consent before entering into any settlement or dismissal if such settlement or dismissal involves CPRA or State of Louisiana contributed funds.

##### D. FORCE MAJEURE

It is understood and agreed that neither PARTY can foresee the exigencies beyond the control of each PARTY which arise by reason of an Act of God or force majeure; therefore, neither PARTY shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. CPRA shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The PARTIES shall use reasonable efforts, including, but not limited to, use of continuation of operations plans ("COOP"), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this AGREEMENT.

##### E. INTELLECTUAL PROPERTY INDEMNIFICATION

LOCAL shall fully indemnify and hold harmless the State of Louisiana and CPRA, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including, but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, LOCAL, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by CPRA.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if LOCAL believes that it may be enjoined, LOCAL, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for CPRA the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide CPRA monetary compensation for all payments made under the AGREEMENT related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, LOCAL remains in default.

LOCAL shall not be obligated to indemnify that portion of a claim or dispute based upon CPRA's unauthorized: (i) modification or alteration of the product, material or service; (ii) use of the product, material, or service in combination with other products not furnished by LOCAL; or, (iii) use of the product, material, or service in other than the specified operating conditions and environment.

##### F. SURVIVAL OBLIGATIONS

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE XV

##### CONSULTANTS, CONTRACTORS, AND SUBCONTRACTORS

LOCAL may enter into contracts with consultant(s), contractor(s), and/or subcontractor(s) for the performance of any part of LOCAL's duties and obligations. In no event shall the existence of a contract operate to release or reduce the liability of LOCAL to CPRA for any breach in the performance of LOCAL's duties or the duties of any consultant, contractor and/or subcontractor.

#### ARTICLE XVI

##### AMENDMENTS

Notwithstanding any other provision herein, the terms and conditions

contained in this AGREEMENT may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all PARTIES hereto.

#### ARTICLE XVII

##### OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to LOCAL by CPRA shall remain the property of CPRA and shall be returned by LOCAL to CPRA upon request at termination or expiration of this AGREEMENT. All records, reports, documents, or other material related to this AGREEMENT and/or obtained or prepared by LOCAL in connection with performance of the services contracted for herein shall be the property of LOCAL, and shall be retained in accordance with the terms of this AGREEMENT.

#### ARTICLE XVIII

##### NO ASSIGNMENT

LOCAL shall not assign any interest in this AGREEMENT and shall not transfer any interest in same (whether by assignment, subrogation, or novation), without prior written consent of CPRA, provided however, that claims for money due or to become due to LOCAL from CPRA may be assigned to a bank, trust company, or other financial institution without such prior written consent. Written notice of any such assignment or transfer shall be furnished promptly to CPRA.

#### ARTICLE XIX

##### FINANCIAL CAPABILITY

LOCAL hereby acknowledges and certifies that it is aware of the financial obligations of LOCAL under this AGREEMENT and that LOCAL will have the financial capability to satisfy the obligations of LOCAL under this AGREEMENT, including, but not limited to, all obligations for O&M of the PROJECT.

LOCAL agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by LOCAL pursuant to this AGREEMENT and/or any future agreement(s) and for which CPRA has not agreed to provide funding therefore. Should current or future revenues dedicated to the PROJECT be insufficient to fulfill the obligations of LOCAL for the PROJECT, LOCAL is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent the State of Louisiana from seeking additional funding to assist CPRA or LOCAL with the responsibilities undertaken by any PARTY pursuant to this AGREEMENT.

#### ARTICLE XX

##### FISCAL FUNDING CLAUSE

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

#### ARTICLE XXI

##### CERTIFICATION OF DEBARMENT /SUSPENSION STATUS

All PARTIES certify with their execution of this AGREEMENT that it is not suspended, debarred, or ineligible from entering into contracts or agreements with any department or agency of the federal government, or in receipt of notice of proposed debarment or suspension. LOCAL further certifies with its execution of this AGREEMENT that it is not suspended, debarred, or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All PARTIES agree to secure from any consultant(s), contractor(s), and/or subcontractor(s) for the PROJECT certification that such consultant(s), contractor(s), and/or subcontractor(s) are not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the federal government, or in receipt of a notice of proposed debarment or suspension. The PARTIES further agree to secure from any consultant(s), contractor(s), and/or subcontractor(s) for the PROJECT certification that such consultant(s), contractor(s), and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All PARTIES agree to provide immediate notice to the other PARTY in the event of it or its consultant(s), contractor(s), and/or any subcontractor(s) associated with the PROJECT being suspended, debarred, or declared ineligible by any department or agency of the federal government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this AGREEMENT. LOCAL further agrees to provide immediate notice to CPRA in the event of it or its consultant(s), contractor(s), and/or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this AGREEMENT.

Upon notice of suspension, debarment, or declaration that either PARTY and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the federal government, either prior to or after execution of this AGREEMENT, each PARTY reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this AGREEMENT pursuant to the terms of ARTICLE VIII ("TERMINATION FOR CAUSE") of this AGREEMENT, or take such other action it deems appropriate under this AGREEMENT. Upon notice of suspension, debarment, or declaration that LOCAL and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this AGREEMENT, CPRA further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this AGREEMENT pursuant to the terms of ARTICLE VIII ("TERMINATION FOR CAUSE") of this AGREEMENT, or to take such other action it deems appropriate under this AGREEMENT.

#### ARTICLE XXII

##### NO THIRD PARTY BENEFICIARY

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

#### ARTICLE XXIII

##### RELATIONSHIP OF PARTIES

- In the exercise of their respective rights and obligations under this AGREEMENT, LOCAL and CPRA each act in an independent capacity and no PARTY is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- In the exercise of its rights and obligations under this AGREEMENT, no PARTY shall provide, without the consent of the other PARTY, any consultant,

contractor, and/or subcontractor with a release that waives or purports to waive any rights the other PARTY may have to seek relief or redress against that consultant, contractor, and/or subcontractor either pursuant to any cause of action that the other PARTY may have or for violation of any law.

- The participation by CPRA in the PROJECT shall in no way be construed to make CPRA a party to any contract between LOCAL and its consultant(s), contractor(s), and/or subcontractor(s), or between LOCAL and any third party. The participation by LOCAL in the PROJECT shall in no way be construed to make LOCAL a party to any contract between CPRA and its consultant(s), contractor(s), and/or subcontractor(s), or any third party(ies).

#### ARTICLE XXIV

##### APPLICABLE LAW, VENUE, AND DISPUTES

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to application of choice of law principles. Before any PARTY to this AGREEMENT may bring suit in any court concerning any issue relating to this AGREEMENT, such PARTY must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the PARTIES. The exclusive venue for any suit arising out of this AGREEMENT shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

#### ARTICLE XXV

##### DELAY OR OMISSION

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

#### ARTICLE XXVI

##### REPORTING OF FRAUD, WASTE, ABUSE, OR CRIMINAL ACTIVITY

In accordance with La. R.S. 24:523, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

Online	<a href="https://www.la.gov/report-fraud">https://www.la.gov/report-fraud</a>
Toll-Free Phone:	1-844-50-FRAUD (1-844-503-7283)
Fax:	1-844-40-FRAUD (1-844-403-7283)
U.S. Mail:	LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

#### ARTICLE XXVII

##### SEVERABILITY

The terms and provisions of this AGREEMENT are severable. Unless the primary purpose of this AGREEMENT would be frustrated, the invalidity or unenforceability of any term or condition of this AGREEMENT shall not affect the validity or enforceability of any other term or provision of this AGREEMENT. The PARTIES intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this AGREEMENT, and if such a provision cannot be reformed, enforce this AGREEMENT as set forth herein in the absence of such provision.

#### ARTICLE XXVIII

##### ENTIRE AGREEMENT

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

This AGREEMENT may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes and all such counterpart copies together shall constitute one and the same AGREEMENT.

#### ARTICLE XXIX

##### PROVISION REQUIRED BY LAW DEEMED INSERTED

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

#### ARTICLE XXX

##### ANTI-LOBBYING

LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) agree not to use proceeds from this AGREEMENT to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

#### ARTICLE XXXI

##### PROHIBITED ACTIVITY, CONFLICTS OF INTEREST, AND CODE OF ETHICS

LOCAL and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, the PROJECT FUNDS provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. LOCAL and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. § 1501, et seq.), which limits the political activity of employees.

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

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

ARTICLE XXXII  
COVENANT AGAINST CONTINGENT FEES

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

ARTICLE XXXIII  
COPYRIGHT

CPRA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the materials, including, but not limited to, reports, maps, or documents produced as a result of this AGREEMENT, in whole or in part, and to authorize others to do so. LOCAL also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the materials, including, but not limited to, reports, maps, or documents produced as a result of this AGREEMENT, in whole or in part, and to authorize others to do so. The PARTIES also understand and agree that they will not interfere with any rights the federal government may have with respect to the right to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for federal purposes.

ARTICLE XXXIV  
REMEDIES FOR NONCOMPLIANCE

LOCAL acknowledges that any of the PROJECT FUNDS not used in accordance with the terms and conditions of this AGREEMENT, federal, state, and local laws, rules, and regulations, or conditions of the PROJECT FUNDS, shall be reimbursed to CPRA, and that any cost and expense in excess of the total maximum PROJECT commitment, as agreed to by CPRA and set forth herein, shall be the sole responsibility of LOCAL. CPRA shall also be entitled to any other remedies for noncompliance as provided herein.

If LOCAL or its agent(s), consultant(s), contractor(s), and/or subcontractor(s) fail to comply with any applicable federal, state, or local laws, rules, or regulations pertaining to the PROJECT FUNDS, in addition to Termination for Cause or Termination for Convenience, CPRA may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by LOCAL or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the PROJECT FUNDS; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. Part 180 and/or state law; (e) withhold further funding for the PROJECT; or (f) take other remedies that may be legally available under federal or state law, including under the provisions of La. R.S. 39:1672.2-1672.4, as applicable. LOCAL shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in ARTICLE XXIV ("APPLICABLE LAW, VENUE, AND DISPUTES") of this AGREEMENT.

ARTICLE XXXV  
NO AUTHORSHIP PRESUMPTIONS

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

ARTICLE XXXVI  
DESIGNATION OF POINTS OF CONTACT

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

If to LOCAL:

MATTHEW JEWELL  
PARISH PRESIDENT  
ST. CHARLES PARISH GOVERNMENT  
COURTHOUSE THIRD FLOOR  
15045 RIVER ROAD  
HAHNVILLE, LA 70075  
POST OFFICE BOX 302  
985-783-5050

If to CPRA:

MICHAEL HARE  
EXECUTIVE DIRECTOR  
COASTAL PROTECTION AND RESTORATION AUTHORITY  
POST OFFICE BOX 44027  
BATON ROUGE, LA 70804-4027  
225-342-4683

ARTICLE XXXVII  
EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This AGREEMENT shall be effective commencing on **October 1, 2025** and terminating on **September 30, 2028**, unless otherwise terminated or amended by written mutual agreement of all PARTIES or in accordance with the terms herein.

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

This AGREEMENT may be executed in multiple originals.

Remainder of this page left intentionally blank

Signature page follows

THIS DONE, PASSED, AND SIGNED on the dates indicated below before the below-named notary and competent witnesses.

COASTAL PROTECTION AND RESTORATION AUTHORITY

By: Michael Hare  
MICHAEL HARE, EXECUTIVE DIRECTOR

Date: 12/18/25

WITNESSES:

Joann D. Hicks  
Signature

Joann D. Hicks

Print Name

Jennifer Dark Moon  
Signature

JENNIFER DARK MOON

Print Name

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 16 day of December, 2025 personally came and appeared MICHAEL HARE, to me known, who declared that he is the Executive Director of the COASTAL PROTECTION AND RESTORATION AUTHORITY, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency, and that he acknowledged the instrument to be the free act and deed of said State Agency.

33424  
La. Notary Public / Bar Number

J. Ryan Vivian  
Signature

My commission expires: at death

J. Ryan Vivian  
Print Name

(SEAL)

ST. CHARLES PARISH GOVERNMENT

By: Matthew Jewell  
MATTHEW JEWELL, PARISH PRESIDENT

Date: 1-26-26

72-6001208  
Federal Identification Number (FIN)

CF2LL5ZWN7KL6  
Unique Entity Identification (UEI)

WITNESSES:

Michelle Impostato  
Signature

Melissa Bartholomeo  
Signature

Michelle Impostato  
Print Name

Melissa Bartholomeo  
Print Name

STATE OF LOUISIANA

PARISH OF St. Charles

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 26 day of January, 2026 personally came and appeared MATTHEW JEWELL to me known, who declared that he is the Parish President of the ST. CHARLES PARISH GOVERNMENT that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity, and that he acknowledged the instrument to be the free act and deed of said entity.

28709  
La. Notary Public / Bar Number

Corey M. Oubre  
Signature

My commission expires: for life

Corey M. Oubre  
Print Name

(SEAL)

COREY M. OUBRE  
NOTARY PUBLIC  
LSBA NO. 28709  
LA NOTARY NO. 77473  
St. Charles Parish, Louisiana  
My Commission is Issued for Life

ATTACHMENT A

SCOPE OF WORK

Tidal Surge Protection in Des Allemands South—Sunset Drainage Pumping Station Improvements

Project Scope:

Pump Station Improvements

The pump station improvement project includes the design, bidding, construction, and closeout for the replacement of existing pumps, gears, engines, and other appurtenances at the Sunset Drainage Pumping Station, resulting in an effective and operable facility to provide proper flood protection and drainage for residents within the Sunset Drainage Basin.

These improvements are being made to prepare the existing station for the future T-Wall frontal protection to be constructed by the U.S. Army Corps of Engineers (USACE). Upgrading the pumps, engines, and gears will ensure that the station continues to run at its full present capacity in the future condition with the wall, additional discharge piping and valves, and future still water elevations accounted for.

Still Water Level Changes

CPRA, in coordination with the USACE, provided a new Still Water Elevation to be used based on the latest Advance Circulation (ADCIRC) Modeling from the USACE in April of 2025. This new elevation resulted in an additional 5.6 feet of static head for a new hurricane design still water elevation of 13.6 feet. The pump design will need to be re-analyzed with the new design elevation, and changes will be made to the gear, engine, and pump impeller.

ATTACHMENT B  
PROJECT BUDGET ESTIMATE

Table with 3 columns: Item, Agency, Amount. Rows include Construction Contracts\* (CPRA, \$5,500,000.00), Construction Contracts (SCPG, \$7,988,739.69), Contingency 10% (SCPG, \$1,348,873.97), and TOTAL CONSTRUCTION COST: \$14,837,613.66.

\* The Coastal Protection and Restoration Authority (CPRA) shall provide a maximum of \$5,500,000.00 for the construction of the Project. Any additional funds required for completion of the Project in excess of the maximum Project cost of \$5,500,000.00 shall be the sole responsibility of the St. Charles Parish Government (SCPG).

ATTACHMENT C  
CERTIFIED MONTHLY MONITORING REPORT

LAGOV CONTRACT NO. \_\_\_\_\_ Date: \_\_\_\_\_  
Local: \_\_\_\_\_ CPRA Contract No. \_\_\_\_\_  
Project Title: " \_\_\_\_\_"  
Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_  
I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):  
A. Percentage of work completed (include percentage completed and/or milestones accomplished (give dates)).  
B. Hourly (include services performed and number of hours worked).  
C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).  
D. Actual Costs Incurred.  
E. Fee Schedule.

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:  
A. Tasks and/or milestones accomplished (give dates).  
B. Tasks and/or milestones not accomplished with explanation or assessment of:  
1. Nature of problems encountered.  
2. Remedial action taken or planned.  
3. Whether minimum criteria for measure can still be met.  
4. Likely impact upon achievement.

III. RECORD OF INVOICES:  
Table with 4 columns: Invoice Number, Vendor Name, Cost Code\*, Amount. Includes a Total row and a legend for Cost Code - Category (RE - Real Estate, PN - Planning, CN - Construction, MI - Miscellaneous, EQ - Equipment).

IV. DELIVERABLES

IV. OTHER DISCUSSIONS OF SPECIAL NOTE

VI. CERTIFICATION  
I am a properly designated official representing the above identified Local, and I hereby certify that the work covered by the invoices and supporting documentation has been reviewed, performed, and completed in accordance with the contract(s) entered into between the Local and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s). I hereby certify that all information contained in the invoices and supporting documentation, and in this Certified Monthly Monitoring Report is true and correct, and completed in accordance with the terms of the applicable contracts and agreements, and that the invoices meet all applicable federal, state, and local laws, rules, and regulations. I hereby certify compliance with the terms and conditions of the Intergovernmental Agreement by and between the State of Louisiana and the Local.

CERTIFIED BY: \_\_\_\_\_ Date \_\_\_\_\_  
Local Representative (Printed Name)

FOR CPRA USE:  
Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_  
CPRA Project Manager (Optional) (Printed Name)  
Approved By: \_\_\_\_\_ Date \_\_\_\_\_  
CPRA Contract Monitor (Printed Name)

do hereby approve and support the proposed Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish for the Construction of the Upper Barataria Risk Reduction Sunset Pump Station Upgrade Project, CPRA Project No. BA-0285.

BE IT FURTHER RESOLVED, That Matthew Jewell, St. Charles Parish President, is hereby authorized to execute any and all documents necessary to allow its contractors, assignees, designees and agents to access and enter property to the extent that the Sunset Drainage District may have an ownership interest for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees and/or portions thereof located therein on such terms and conditions as he deems appropriate, for the Upper Barataria Risk Reduction Sunset Pump Station Upgrade Project, CPRA Project No. BA-0285.

BE IT FURTHER RESOLVED, that the Sunset Drainage District hereby acknowledges that any equipment and/or immovable property placed on said site would be exclusively owned by St. Charles Parish.

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, DEBRUIER  
NAYS: NONE  
ABSENT: NONE

And the resolution was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: January 26, 2026  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RET/SECRETARY: January 26, 2026  
AT: 7:15 pm RECD BY: \_\_\_\_\_

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.  
MICHELLE IMPASTATO  
COUNCIL SECRETARY  
Publish: February 5, 2026

**Sheriff's Sale**  
SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45) 95470-E  
Date: Tuesday, November 25, 2025  
CITIBANK, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR NEW RESIDENTIAL MORTGAGE LOAN TRUST 2016-3 VS DAVID N. SCHAUBHUT, SR. AND MISTY L COLANGELO 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: MONDAY, MARCH 17, 2025, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Court-house of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 11, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:  
A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in what is known as DUFRENE SUBDIVISION, a subdivision of Lots 21, 23 and 25, of Coteau de France or Ranson Tract at Des Allemands, in Section 47, Township 14 South, Range 20 East, designated on the plan of survey by E.M. Collier, Surveyor, dated September 28, 1959, and revised October 5, 1959, a copy of which is on file with the Clerk of Court of St. Charles Parish, Louisiana, as PORTION OF LOTS 23 AND ALL OF LOT 24 OF BLOCK "B", being more fully described as follows:  
The portion of Lot 23, adjoining Lot 24, measures 40 feet front on Carlon Drive, same width in the rear, by a depth of 119 feet between equal and parallel lines.  
LOT 24 forms the corner of Carlon Drive and Cynthia Drive and measures 60 feet front on Carlon Drive, same width in the rear, by a depth and front on Cynthia Drive of 119 feet between equal and parallel lines; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIFTY-NINE THOUSAND NINE HUNDRED AND THIRTY-NINE AND THIRTY-FIVE (\$59,939.35) 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. PUBLISH ON: January 8, 2026 February 5, 2026 GREG CHAMPAGNE-SHERIFF & EX -OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Zachary G. Young 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207 SCSO-CIV-209-0402

Public Notice

St. Charles Parish  
Community Development Block Grant- MIT Program  
Fairfield & Oakland Drainage Improvements  
Early Notice and Public Review of a Proposed Activity in a Floodplain

To: All interested Federal, State, and Local Agencies, Groups, and Individuals  
This is to give notice that the St. Charles Parish Government (SCP) under 24 CFR Part 58 has determined that this proposed action under the Louisiana Community Development Block Grant (CDBG-MIT) number 45MTR27701 is located in a 100-year floodplain and St. Charles Parish will be identifying and evaluating practicable alternatives to locating this action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Executive Order 11988, as amended by Executive Order 13690 in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and protection of Wetlands.

The proposed project would address the need for flood hazard mitigation in St. Rose, Louisiana. This project proposes the following activities in the Alameda region of St. Rose: installation of reinforced concrete pipes, proposed berm at 6-foot elevation, conversion of an open channel to a sealed manhole, addition of a drop inlet, ditch maintenance, ditch grading, and the addition of a flap gate. The proposed site outline for these activities is 20.98 acres (pending project construction plans).

The project is located in zone AE. A full description of the project can be reviewed online at: <https://www.stcharlesparish.gov/departments/grants/community-development-block-grant-disaster-recovery>

There are three primary purposes for this notice. First, people who may be affected by activities in floodplains and those who have an interest in the protection of the natural environment should be given the opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the floodplain. Second, an adequate public notice program can be an important public educational tool. The dissemination of information about floodplains can facilitate and enhance Federal efforts to reduce the risks associated with the temporary impacts to the special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in floodplains, it must inform those who may be put at a greater or continued risk.

Written comments must be received by Michael Hill at ELOS Environmental on behalf of St. Charles Parish Government at the following address on or before February 25, 2026: 607 West Morris Avenue Hammond, Louisiana 70403 and 985-662-5501. A full description of the project may also be reviewed upon request from 7:30 AM to 5:00 PM at ELOS Environmental, 607 West Morris Avenue Hammond, Louisiana 70403. Comments may also be submitted via email at [mhill@elosenv.com](mailto:mhill@elosenv.com).

St. Charles Parish may also be reached directly through the LA Relay Communications System at the following numbers:

Access #'s:  
Voice Users: 1-800-947-5277  
Speech to Speech: 1-888-272-5530  
TTY Users: 1-800-846-5277  
Spanish/Español: 1-800-737-1813  
Email: [larelay@hamiltonrelay.com](mailto:larelay@hamiltonrelay.com)  
This service is free of charge.

Publish: February 5, 2026

Public Notice

St. Charles Parish  
Community Development Block Grant- MIT Program  
Turtle Pond Pump Station Upgrades  
Early Notice and Public Review of a Proposed Activity in a Floodplain

To: All interested Federal, State, and Local Agencies, Groups, and Individuals  
This is to give notice that the St. Charles Parish Government (SCP) under 24 CFR Part 58 has determined that this proposed action under the Louisiana Community Development Block Grant (CDBG-MIT) number 45MTR27702 is located in a 100-year floodplain and St. Charles Parish will be identifying and evaluating practicable alternatives to locating this action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Executive Order 11988, as amended by Executive Order 13690 in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and protection of Wetlands.

The proposed project would address the need for flood hazard mitigation in St. Rose, Louisiana. This project proposes the following activities in the Alameda region of St. Rose: culvert replacements, pump station upgrades, culvert installations, canal widening, ditch installation, channel maintenance, and channel widening. The proposed site outline for these activities is 11.59 acres (pending project construction plans). The project is located in zone AE.

A full description of the project can be reviewed online at: <https://www.stcharlesparish.gov/departments/grants/community-development-block-grant-disaster-recovery>

There are three primary purposes for this notice. First, people who may be affected by activities in floodplains and those who have an interest in the protection of the natural environment should be given the opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the floodplain. Second, an adequate public notice program can be an important public educational tool. The dissemination of information about floodplains can facilitate and enhance Federal efforts to reduce the risks associated with the temporary impacts to the special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in floodplains, it must inform those who may be put at a greater or continued risk.

Written comments must be received by Michael Hill at ELOS Environmental on behalf of St. Charles Parish Government at the following address on or before February 25, 2026: 607 West Morris Avenue Hammond, Louisiana 70403 and 985-662-5501. A full description of the project may also be reviewed upon request from 7:30 AM to 5:00 PM at ELOS Environmental, 607 West Morris Avenue Hammond, Louisiana 70403. Comments may also be submitted via email at [mhill@elosenv.com](mailto:mhill@elosenv.com).

St. Charles Parish may also be reached directly through the LA Relay Communications System at the following numbers:

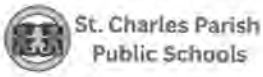
Access #'s:  
Voice Users: 1-800-947-5277  
Speech to Speech: 1-888-272-5530  
TTY Users: 1-800-846-5277  
Spanish/Español: 1-800-737-1813  
Email: [larelay@hamiltonrelay.com](mailto:larelay@hamiltonrelay.com)  
This service is free of charge.

Publish: February 5, 2026

2025-0329  
**RESOLUTION NO. 6889**  
A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District II Representative.  
**WHEREAS**, there exists a vacancy on the **ST. CHARLES PARISH BOARD OF ADJUSTMENT** due to the expiration of the term of **Ms. Vicki Carter** on December 7, 2025; and,  
**WHEREAS**, it is the desire of the Parish Council to fill this vacancy.  
**NOW, THEREFORE, BE IT RESOLVED**, that **Mr. Victor L. Buccola**, 105 Burguieres Ln, Destrehan, LA 70047 is hereby appointed to the **ST. CHARLES PARISH BOARD OF ADJUSTMENT** as the District II Representative.  
**BE IT FURTHER RESOLVED**, that said appointment shall be effective as of **DECEMBER 7, 2025** and shall expire **DECEMBER 7, 2029**.  
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, DEBRUIER  
NAYS: NONE  
ABSENT: NONE  
And the resolution was declared adopted this 26th day of January, 2026, to become effective five (5) days after publication in the Official Journal.  
CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: January 26, 2026  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RET/SECRETARY: January 26, 2026  
AT: 7:15 pm RECD BY: \_\_\_\_\_

2026-0037  
**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)**  
**RESOLUTION NO. 6890**  
A resolution of the St Charles Parish Council, acting as the governing authority of the Sunset Drainage District supporting the proposed Intergovernmental Agreement between the Coastal Protection and Restoration Authority and St. Charles Parish Government regarding the construction of the Upper Barataria Risk Reduction Sunset Pump Station Upgrade (BA-0285) project in Des Allemands.  
**WHEREAS**, St. Charles Parish proposes to begin work and construction of the Upper Barataria Risk Reduction Sunset Pump Station Upgrade Project, CPRA Project No. BA-0285 (the "Project"); and,  
**WHEREAS**, the work on the Project is to include accessing and entering of certain property that the Sunset Drainage District may have an ownership interest or over which the Sunset Drainage District has rights-of-way and servitudes for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees, levee drainage, flood protection, and hurricane flood protection or portions thereof on said property and rights-of-way and servitudes; and,  
**WHEREAS**, St. Charles Parish has requested that the Sunset Drainage District assent to St. Charles Parish entering its property to the extent that it may have an interest in said property described in the proposed Intergovernmental Agreement which is attachment into and made a part hereof; and,  
**WHEREAS**, in addition to other things, the project will include the placement of certain equipment or moveable assets which would be owned by St. Charles Parish.  
**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL ACTING AS THE GOVERNING AUTHORITY OF THE SUNSET DRAINAGE DISTRICT,**

**Public Notice**



Board Retreat - January 23, 2026  
01/23/2026 - 08:00 AM

MEETING MINUTES



The January 23, 2026, School Board Retreat began at 8:00 a.m. and held at the following address: Central Office Board Room; 13855 River Road; Luling, LA.

Live Link: [/youtube.com/live/EQ6BUu2Rtqk?feature=share](https://youtube.com/live/EQ6BUu2Rtqk?feature=share)

**I. Opening Items**

**A. Agenda**

**B. Call to Order**

Board President S. Cody called the meeting to order.

**C. Roll Call**

All eight Board members, Superintendent Dr. Ken Oertling, and Executive Secretary Shelly Babineaux were present.

**II. Business Items**

**A. Financial Security Procedures - Executive Session**

Motion by K. Boudreaux; second by R. Gregson and unanimously agreed to go into Executive Session per L.R.S. 42:16-17.

Discussions were held on Financial Security Procedures.

Motion by B. Weber; second by R. Gregson to return to regular session.

**B. Health Insurance Plan Design**

**Goal D: Resource Allocation**

Director of Risk Management & Insurance Darrinsha Gray, Insurance Technician Samantha Buras, and representatives from USI Insurance gave an update to the Board on the Health Insurance Plan.

The dental plan benefit outline and cost summary were reviewed and discussed. It was noted that all dental premiums are paid by employees. Plan design, claims, options and participation/eligibility for employees and dependents were also reviewed. The Board directed administration to remain with Humana and offer employees the dual choice plan. This item will be on the special board meeting on February 11, 2026.

The Vision Plan benefit outline and cost summary were reviewed. With no discussion or opposition, the Board directed Administration to remain with Humana for the employee vision plan.

Health Insurance 2025-26 cost summary was reviewed and discussed. Claims, pending claims, cost projection, budget, plan options, participation, and stop loss were detailed. E. Alexander asked for an average for plan participation. Risk Management & Insurance Committee meetings will be more frequent to discuss the details of the plan and high-cost claims. It was noted that with our plan, weight loss medications need a diagnosis to be covered.

The 2025-26 health cost projections were considered and discussed along with proposed plan changes, options, cost drivers, and stop-loss analysis. The employee's current monthly and renewal contributions were compared. Cost adjustments will be made to the health plans, and appropriate changes as discussed will be reported back to the Board.

**C. Ochsner Digital Medicine Vs. Condition Care Comparison**

**GOAL C: Diverse, Effective, and Engaged Employees**

Teresa Brown and USI representative presented information on Ochsner Digital Medicine Vs. Condition Care.

The purpose, objectives, enrollment, demographic update, program costs, marketing and comparison to UMR were reviewed and discussed with the Board. The recommendation was to renew Ochsner digital medicine at this time.

J. Smith addressed diabetic out-of-pocket costs and possible negotiations for assistance. A. Suffrin discussed the blood pressure reading inaccuracies and asked for this to be addressed as well. These points and the renewal decision will be decided upon at an upcoming meeting.

**D. Upbeat Presentation**

Teresa Brown and Dr. Karen Peace presented results from the Upbeat survey.

Discussions were held on the following areas of focus:

- Participation Rate
- Districtwide Areas of Growth
- Districtwide Strengths
- Districtwide Areas of Opportunity
- Next steps (follow up to Board with each campus engagement score)

K. Boudreaux asked that details be shared with the Board on open-ended questions.

**E. CEP Funding**

Executive Director of Safety, Athletics & Ancillary Services Kade Rogers and Director of Child Nutrition Jenny DeRoche presented on Community Eligibility Provision (CEP) funding.

During the current school year, all St. Charles Parish Public Schools (SCPPS) students received free breakfast and lunch through the federal Community Eligibility Provision (CEP) at a qualification rate of 94.43%. Federal reimbursement covered meals at this rate. The district funded the remaining 5.5%.

SCPPS initially qualified for CEP following Hurricane Ida, when many district families faced significant financial hardship. Upon qualification, the Child Nutrition Program (CNP) was able to maintain the 94.43% reimbursement rate for a four-year CEP cycle. During this period:

- Families were not required to complete meal applications, all students received free breakfast and lunch, Administrative and financial barriers to meal access were reduced

The current four-year CEP cycle will end at the conclusion of this school year. Updated CNP projections indicate the district's eligibility reimbursement rate will decrease to approximately 65%.

Beginning next school year:

- SCPPS will return to the traditional meal application process
- The district will no longer provide free meals to all students
- Students identified as economically at risk may still qualify for free or reduced-price meals through completed applications

Discussions were held on an option model, the impacts of district and family costs and food consumption. The Board was in agreement on Option A, which will be on the February 25, 2026 Board meeting agenda. Ms. Boudreaux asked for a dignity procedure at each school cafeteria for students/families who need assistance.

**F. Special Education Reorganization**

Goal C: Diverse Effective, and Engaged Employees and Goal A: Student Achievement

Assistant Superintendent Angelle Babin and Director of Special Education Mendy Van Hoven presented updates about Special Education and will seek guidance for next steps.

Task Force Recap and Recommendations were presented:

- \*Communication & Stakeholder Engagement
- \*Behavioral Support Programs
- \*Instructional Programs
- \*Department Structure & Services
- \*Professional Development

Disability data and additional direct school support areas were also discussed. The internal assessment has been completed. A request was made for an outside agency to examine and make further recommendations for the program. A. Suffrin asked for a disability percentage breakdown, which will be provided to the Board. The costs for the outside study was discussed. The Board agreed that this item would be considered at a future meeting.

**G. LEAN Frog IT Department Review**

**Goal D: Resource Allocation**

Byron Headrick, with LEAN Frog, and Executive Director of ITS Kelsey Hegel presented results from the ITS Audit to seek recommendations from the Board.

The purpose of the review, our organizational structure, district support and processes, and the priorities and demands of the IT department were topics of discussion.

Six recommendations are being made:

- \*Stabilize the help desk and procurement function
- \*Clarify roles across technical and instructional technology
- \*Standardize school-level support and instructional tech expectations
- \*Fix intake and workload visibility districtwide
- \*Formalize technology and instructional governance
- \*Build future-ready capacity through phased planning

K. Hegel then discussed the ITS preliminary progress which include the ITS standard operation procedure, vendor inventory, job description revisions, TSC training sessions and CIA support needed. A request was made to acquire a Senior Secretary for the IT department from the CWA & SS merger which makes it cost neutral.

Several other systems IT departments were compared and is available in the in-depth report attached. The TSC job descriptions and qualifications were addressed. The IT Senior Secretary position will be an item on the February 25, 2026, Board meeting.

It was unanimously decided to move Agenda Item I before H and go into Executive Session per Motion by K. Boudreaux; second by R. Gregson per L.R.S. 42:16-17.

The Superintendent's Feedback session was discussed.

Motion by B. Weber; second by R. Gregson to return to regular session and proceed with Item H. (Simbl Board meeting practice).

**H. Simbl Board Meeting Practice**

Executive Director of IT Kelsey Hegel and Executive Secretary Shelly Babineaux held a Simbl Board meeting practice.

**I. Superintendent's Feedback - Executive Session**

**III. Closing Items**

**A. Meeting Adjourn**

Motion by R. Gregson; second by A. Aucoin to adjourn.

Publish: February 5, 2026

**Public Notice**



**ST. CHARLES PARISH TO OPEN HOUSING CHOICE VOUCHER WAITING LISTS**

The St. Charles Parish Housing Authority (SCPHA) will be accepting applications on-line for its Housing Choice Voucher waiting lists.

Applications for Housing Choice Vouchers will be accepted beginning at 8:30 A.M. on Wednesday, February 11, 2026, until 4:30 P.M. on Thursday, February 12, 2026.

Applications must be submitted online at <http://www.pha-web.com/portals/onlineApplication/1974>.

The time and date of receipt of the application on-line, along with preferences, will determine position on waiting lists.

The Program helps very low-income households with rent payments. To qualify, annual gross household income cannot exceed:

1 Person	\$31,450.00
2 Persons	\$35,950.00
3 Persons	\$40,450.00
4 Persons	\$44,900.00
5 Persons	\$48,500.00
6 Persons	\$52,100.00
7 Persons	\$55,700.00
8 Persons	\$59,300.00

All applicants will be screened for previous violent or illegal drug activity.

Apply on-line at <http://www.pha-web.com/portals/onlineApplication/1974>

Applications will NOT be available in the SCPHA office and fax requests will not be accepted. Applicants may use any computer, tablet or smart phone with internet access to apply, including free computers at public libraries. Those without internet access may submit a written request to the SCPHA for a paper application in advance of the opening of the list. The request must explain why they are unable to use the online application. Completed paper applications must be mailed back to the SCPHA postmarked on or before the date the list closes to be accepted.



Publish: February 5, 2026

**Public Notice**

**ST. CHARLES PARISH HOSPITAL SERVICE DISTRICT NO 1**

The Board of Commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on January 7, 2026, at 2 01 PM. It was noted the following Board Members were present: Mrs. Pamela Smith, Mrs. Karen Raymond, Mr. Timothy Vial, and Councilwoman Holly Fonseca.

Absent: Mr. Jake Lemmon and Mr. William Simon.

Mrs. Pamela Smith announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please speak now. There being none, after three (3) announcements, the Public Hearing was closed.

Under Special Business, Mr. Keith Dacus announced the Employee of the Month for November 2025, Ms. Renee Laurent, Social Worker, Case Management Department. Mr. Dacus stated Ms. Laurent dedication to her patients is constant, always focused on her patients and how much she cares for them. Mr. Dacus thanked Ms. Laurent for all that she does. Congratulations were extended. Mr. Dacus announced the Leader of the Quarter for the third quarter 2025, Mrs. Orice Tregre. Mr. Dacus commented that Ms. Tregre has done an amazing job since the day she stepped on the unit, she's a true leader and jumps in to help staff when needed. Congratulations were extended. Mr. Dacus announced the Provider of the Quarter for the third quarter 2025, Dr. John Seymour, emergency medicine. Mr. Dacus stated Dr. Seymour does a fantastic job at the hospital and currently is interim vice-chair on the medical executive committee and leads the medicine committee. Congratulations were extended.

Mrs. Pamela Smith entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel Issues. It was motioned by Raymond seconded by Vial to enter into Executive Session at 2 09 PM for the purpose previously stated.

For: Smith, Raymond, and Vial

Against: None

It was motioned by Raymond seconded by Vial to return to regular session at 3 04 PM.

For Smith, Raymond, and Vial
Against None
New business followed with the approval of the resolution calling for a special election It was motioned by Vial seconded by Raymond to approve the resolution calling for a special election
For Smith, Raymond, and Vial
Against None
The next item of new business was the approval of the 2025 hospital engagement letter for annual audit and statewide agreed upon procedures It was motioned by Raymond seconded by Vial to approve the 2025 hospital engagement letter for annual audit and statewide agreed upon procedures
For Smith, Raymond, and Vial
Against None
The next item of new business was the approval of the Louisiana compliance questionnaire It was motioned by Vial seconded by Raymond to approve the Louisiana compliance questionnaire
For Smith, Raymond, and Vial
Against None
The next item of new business was the approval of the surplus property list It was motioned by Raymond seconded by Vial to approve surplus property list as per below.

Table with columns: DEPARTMENT, DESCRIPTION, QUANTITY, UNIT, MODEL/DESCRIPTION, SERIAL NUMBER, ESTIMATED VALUE OF EQUIPMENT, REASON FOR DISPOSAL, and TYPE OF DISPOSAL. It lists various medical and office equipment items for disposal.

For Smith, Raymond, and Vial
Against None
Mrs Pamela Smith motioned to deviate from the agenda to add an agenda item It was motioned by Vial and seconded by Raymond to deviate from the agenda
For Smith, Raymond, and Vial
Against None
Mrs Pamela Smith announced the Public Hearing and requested anyone wishing to address the Board on adding this agenda item to the agenda to please come forward There being none, after three (3) announcements, the Public Hearing was closed
It was motioned by Vial that the donation of used vehicle just declared surplus property, the resolution be revised to state the vehicle would be donated to St Charles Parish for use by the coroner's office and seconded by Raymond to approve resolution authorizing donation of surplus truck with said revision to the resolution
For Smith, Raymond, and Vial
Against None
The Board of Commissioner's Minutes from the December 3, 2025, meeting were presented There being no revisions, it was motioned by Raymond seconded by Vial to approve the December 3, 2025, Board of Commissioner's minutes as presented
For Smith, Raymond, and Vial
Against None
Dr. Jorge Morales, Chief of Staff, presented the Medical Staff Report from the December 16, 2025, meeting It was motioned by Raymond seconded by Smith to approve the Medical Staff Executive Committee Report from the December 16, 2025, meeting as presented
For Smith, Raymond, and Vial
Against None
Dr. Jorge Morales reported that all credential files were thoroughly reviewed by the appropriate physician members prior to the meeting Files were reviewed according to the Medical Staff bylaws It was motioned by Vial seconded by Raymond to approve the following credentials as presented
There were eight new physicians Arup Nath, DO - Hospital Medicine, Adewale Ogunoye, DO - Hospital Medicine, James Peoples, DO - Hospital Medicine, Milan Podrecca, MD - Hospital Medicine, Naveed Qasim, DO - Hospital Medicine, Benjamin Simpson, MD - TeleMedicine, Neurology, Michael Sonnier, MD - Emergency Medicine, Sarah Sternlieb, MD - Hospital Medicine four advanced practice providers Lee Dennis - CRNA, Marcelle Ducote - CRNA, Ruby Varkey, NP - Hematology/Oncology, Fiona Winterbottom, CNS - Pulmonology, six resignations Farah Al Allawi, MD - Hospital Medicine, Lakshmi Priya Kasirajan, MD - e-ICU, Alisha Lacour, MD - Internal Medicine, Danielle Levy, MD - Psychiatry, Carl Mickman, MD - Emergency Medicine, Uday Nadimpally, MD - TeleNeurology, three provisional reviews David Dultz, MD - Gastroenterology, Aimee Homra, MD - Anesthesiology, Adam Weinberg, MD - Anesthesiology, no change in category, and twenty-nine reappointments Brett Barrilleaux, MD - Anesthesiology, Zachary Dureau, MD - Pathology, Sarah Frischhertz, MD - Radiology, Marianne Gelfer, DO - Pain Medicine, Caroline Goldin, MD - TeleNeurology, Aimee Goodier, MD - Pathology, John Grezaffi, MD - Radiology, Rachel Hammer, MD - Psychiatry, Fadi Hawawini, DO - Hospital Medicine, Courtney Jackson, MD - Pathology, Jenna Jordan, MD - Internal Medicine, Fawad Khan, MD - TeleNeurology, Natalia Kolesnikova, MD - e-ICU, William Lennarz, MD - Emergency Medicine, Rhonda Leopold, MD - Anesthesiology, Karen Lo, DPM - Podiatry, Robert Mairoquin, DPM - Podiatry, Andrew Matthews, MD - Radiology, Jeremiah Newsom, MD - Hospital Medicine, Giang Nguyen, DPM - Podiatry, Elise Ochipinti, MD - Pathology, Jeffery Porth, MD - Anesthesiology, Sumanth Reddy, DO - Radiology, David Taylor, MD - e-ICU, Roxanne Thompson, MD - Emergency Medicine, Richard Tsan, MD - Emergency Medicine, Paxton Cook - Physical Therapy, Katie Hollingsworth, NP - Hematology/Oncology, Bethany Jennings, NP - TeleNeurology.
For Smith, Raymond, and Vial
Against None
The Quality and Patient Experience Report was provided by Mr. Jarrett Fuselier and Mr. Keith Dacus. Mr. Fuselier presented the Prove Our Value: Quality, HCAHPS, EDCAHPS, Ambulatory, Outpatient Diagnostics, Medical Practice, and Telemedicine. Mr. Keith Dacus presented Serve More Patients data and the Primary Care Goals/Metrics, Physician Updates, and St. Charles Clinic Unique Patients by Care Type.
Mrs. Brianna Sparnecht presented the Finance Report. MTD Statistical Graphs, MTD Financial Graphs, Financial Summary Statistical Report, Surgery Report, and Cash Receipts Report for the month of November were presented.
The Chief Executive Officer's Report followed. Mr. Dacus introduced a new member of the team, Dr. Eric West, taking over duties for vice-president of medical affairs. Mr. Dacus stated Dr. West has jumped in with both feet and was really happy to have Dr. West on board. Mr. Keith Dacus gave a moment of quality about an employee in the infusion department stating they had a patient

that loved to fish but had to sell his boat due to cancer. The patient had to have an amputation and treatment was taking a toll on him and he stated to the employee if I could just go fishing one more time. The employee reached out and arranged to have the patient taken fishing. The patient was able to enjoy a long fishing trip and went home with a variety of cleaned fish filets. Mr. Dacus stated that the hospital has an amazing infusion team and thanked the department.
Mr. Keith Dacus gave updates on the hospital and clinics and also presented the Community Outreach topic, including the Volunteer Services/Auxiliary/Community Outreach/Synergy important dates.
Mrs. Pamela Smith stated being no announcements, the next scheduled Board of Commissioners' Meeting is January 28, 2026, at 2:00 PM.
There being no further business, it was motioned by Raymond seconded by Vial to adjourn. The motion carried, and the meeting ended at 3:17 PM.

ATTEST
Chairman or Acting Chairman
Secretary

Publish: February 5, 2026

Public Notice
TWENTY-NINTH JUDICIAL DISTRICT COURT
PARISH OF ST. CHARLES
STATE OF LOUISIANA
DOCKET NO. P-12,782
DIVISION "E"
SUCCESSIONS OF
HAROLD L. CHIASSON, JR.
AND
ROSEMARY A. CHIASSON
DEPUTY CLERK

NOTICE IS GIVEN that the executrix of these successions has petitioned this Court for authority to sell immovable properties belonging to the Successions of Harold L. Chiasson, Jr. and Rosemary A. Chiasson at private sale in accordance with the provisions of the Code of Civil Procedure and for the amounts listed below, all in accordance with the terms and conditions set forth on agreements attached to the petition as Exhibit "A" and Exhibit "B" filed into the record of this succession. The immovable properties proposed to be sold at private sale are described as follows:

Lot 6A, Block B, River Oaks Subdivision, Destrehan, Louisiana and which bears municipal number 411 River Oaks Drive, Destrehan Drive, Destrehan, Louisiana. Sales Price: ONE HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00) DOLLARS;

Lot 7A, Block B, River Oaks Subdivision, Destrehan, Louisiana and which bears municipal number 413 River Oaks Drive, Destrehan Drive, Destrehan, Louisiana. Sales Price: TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS.

Any heir or creditor who opposes the proposed sale must file his/her opposition within seven (7) days from the day on which the last publication of this notice appears:

BY ORDER OF THE COURT
Deputy Clerk
ROBERT L. RAYMOND #11408
14108 RIVER ROAD, P. O. BOX 340
DESTREHAN, LA 70047
TELEPHONE: (985)764-8709

PUBLISH TWO (2) TIMES TWENTY DAYS APART

Certified True and Correct Copy
St. Charles Parish
Deputy Clerk of Court
Generated On: 1/28/2026 9:08 AM

Publish: February 5 & 26, 2026

Public Notice
St. Charles Parish
PROCUREMENT
MATTHEW JEWELL
PARISH PRESIDENT
BRENDA I. CAMPOS
PROCUREMENT OFFICER
SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UNTIL
11:00 a.m - February 24th, 2026
AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: https://www.centralbidding.com PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD IN THE COUNCIL CHAMBERS, 2nd FLOOR OF THE ST. CHARLES PARISH COURTHOUSE FOR THE FOLLOWING BID(S):
Bid# 1043 - 2 Year Contract for High Density Poly Pipe
Bid# 1044 - 2 Year Contract for Water Service Connection Fittings
Bid# 1045 - 2 Year Contract for Distribution Service Materials (HYDRANTS)
Bid# 1046 - 2 Year Contract for Flex Membrane Air Diffusers
Bid# 1047 - 2 Year Contract for Repair and Installation of Pumps, Motors, related Equipment and Plant Maintenance - Wastewater
DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SAMANTHA PEARCE OR ALICE TOUCHARD AT THE PARISH COURTHOUSE (PHONE 985-783-5000) OR AN EMAIL REQUESTED TO spearce@stcharlesgov.net or atouchard@stcharlesgov.net. BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT https://www.centralbidding.com.
ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, IN WHOLE OR IN PART, PURSUANT TO THE LAW.
ST. CHARLES PARISH PROCUREMENT OFFICE
P. O. BOX 302
HAHNVILLE, LA 70057
BID ADVERTISED:
ST. CHARLES HERALD GUIDE
February 5th, 2026
February 12th, 2026

Sheriff's Sale
SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 94395-D
Date: Thursday, December 11, 2025
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HSI ASSET SECURITIZATION CORPORATION TRUST 2006- OPT3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006- OPT3
VS
THE OPENED SUCCESSION OF ROSE MARY RODNEY EUGENE (NK/A ROSE MARY R. EUGENE, ROSE MARY EUGENE, ROSEMARY EUGENE, ROSE M. EUGENE, ROSE MARY EUGENE) AND THE OPENED SUCCESSION OF CAROL BROWN AND DWIGHT EUGENE AND MYRA MOLIERE AND TOMEKA BROWN EHIKIATOR AND JEREMY A. BROWN AND JOSHUA V. BROWN 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, JULY 11, 2024, 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, MARCH 11, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
(A) ONE CERTAIN LOT OR PORTION OF GROUND, together with all the rights, ways, privileges, servitudes and appurtenances, thereunto belonging or in anywise appertaining, situated at ST ROSE, in the PARISH OF ST. CHARLES, LOUISIANA, designated (on a plan by Frank T. Payne, C.E., dated December 13, 1924 by the Number Twenty (20), and measures Forty (40') feet in width fronting on a road leading from the highway to the rear, by a depth between equal and parallel lines of One Hundred (100) feet. The property forms part of the tract of land designated by the number Five (5) and Six (6) on a plan of Elkinsville by Owen McLeran, C.E. dated January 17, 1877, annexed to an act of sale by Widow Carey Hill, et als, to Frank Griffen, by act passed before Lewis Ory, Notar Public, on March 24, 1877.
(B) ONE CERTAIN LOT OR PORTION OF GROUND, together with all the rights, way, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated at ST ROSE, in the PARISH OF ST. CHARLES, LOUISIANA, designated on a plan by Frank T. Payne, C.E., dated December 13, 1924 by the Number Twenty(0)One (21), and measures Forty (40') feet in width fronting on a road leading from the highway to the rear, by a depth between equal and parallel lines of One Hundred (100) feet.
The property forms part of the tract of land designated by the number Five (5) and Six (6) on a plan of Elkinsville by Owen McLeran, C.E. dated January 17, 1877, annexed to an act of sale by Widow Carey Hill, et als, to Frank Griffen, by act passed before Lewis Ory, Notary Public, on March 24, 1877.
"Said lots or portions of ground being now described as Lot 20-A as seen on the attached survey by Bodin and Webb, Inc. Engineers & Surveyors, dated 11/4/99 at Id registered at CIN 239891, being a resubdivision of Lots 20 and 21 of Elkinville Subdivision as per the resubdivision approval dated January 11, 2000 and registered at CIN 239891 of the conveyance records of St.

Charles Parish.”  
 (C) TWO CERTAIN LOTS OR PORTIONS OF GROUND, together with the rights, ways, privileges, servitudes and appurtenances, thereunto belonging or in anywise appertaining, situated at ST ROSE, in the PARISH OF ST. CHARLES, LOUISIANA, designated on a plan by Frank T. Payne, C.E., dated December 13, 1924 by the numbers Twenty-Two (22) and Twenty-Three (23), said lots adjoin and measure each lot Forty (40) feet in width fronting on a road leading from the highway to the rear, by a depth between equal and parallel lines of One Hundred (100) feet. The property forms part of the tract of land designated by the number Five (5) and Six (6) on a plan of Elkinville by Owen McLeran, C.E., dated January 17, 1877, annexed to an act of sale by Widow Carey Hill, et als, to Frank Griffen, by act passed before Lewis Ory, Notary Public, on March 24, 1877.  
 “Said lots or portions “Of ground being now described as Lot 22-A as seen on the attached survey by Bodin and Webb, Inc. Engineers & Surveyors, dated 11/4/99 mid registered at CIN 239889, being a resubdivision of Lots 22 and 23 of Elkinville Subdivision as per the resubdivision approval dated January 11, 2000 md registered at CIN 239889 of the conveyance records of St. Charles Parish.”

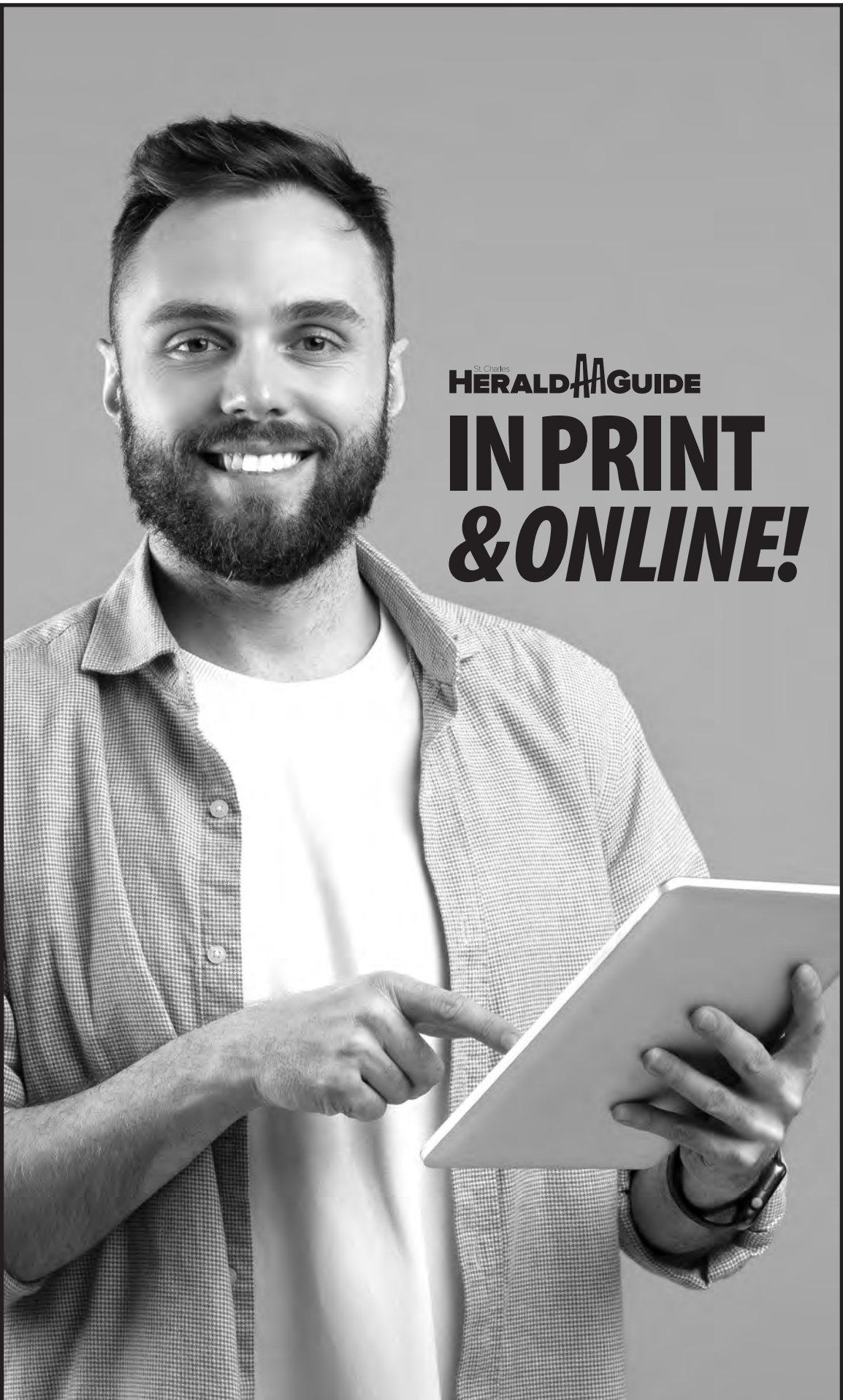
Which has the address of 290 2Nd Street Aka Second Street, Saint Rose, LA 70087  
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:  
**FIFTY THOUSAND SIX HUNDRED AND FOUR AND THREE (\$50,604.03) DOLLARS**, along with interest and attorney's fees and 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.**  
**PUBLISH ON: February 5, 2026 March 5, 2026**  
**GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR**  
**ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF:**  
**Amy R. Ortis**  
**3510 N. Causeway Blvd., Suite 600 Metairie, LA 70002**  
**SCSO-CIV-209-0402**

**Sheriff's Sale**  
**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 95820-**  
**Date: Thursday, December 04, 2025**  
**BRAVO RESIDENTIAL FUNDING TRUST 2023-RPL 1**  
**VS**  
**ELLA SCHMILL LIRETTE A/K/A ELLA S. LIRETTE**  
**A/K/A ELLA LIRETTE, CLIFTON J. LIRETTE, JR.**  
**A/K/A CLIFTON LIRETTE, JR., DALE T. LIRETTE**  
**A/K/A DALE LIRETTE, THE UNOPENED SUCCESSION OF AND UNKNOWN HEIRS OF ROY A. LIRETTE A/K/A ROY A. LIRETTE A/KIA**  
**ROY LIRETTE, CAROLL MATHERNE A/K/A**  
**CAROL MATHERNE, JOAN L. DUFRENE A/K/A**  
**JOAN DUFRENE, MCKENZIE LIRETTE AND**  
**GARRETT LIRETTE, HEIRS OF CLIFTON J. LIRETTE, SR. A/K/A CLIFTON LIRETTE, SR. A/K/A**  
**CLIFTON J. LIRETTE A/KIA**  
**CLIFTON LIRETTE**  
**GREG CHAMPAGNE, SHERIFF**  
**P.O. Box 426**  
**HAHNVILLE, LA 70057**  
**Parish of ST. CHARLES**  
**29th Judicial District Court**  
**State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, AUGUST 27, 2025, 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 11, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: The following described property, to wit: Certain lots or portions of ground, together with all the buildings and improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, on the right bank of the Mississippi River, in the Town of Boutte, Louisiana, in Section 120, T13S, R20E, and according to survey prepared by R.P. Bernard, Surveyor, dated December 15, 1986, revised March 28, 1988, a copy of which is attached to entry no. 136305 in the records of St. Charles Parish, Louisiana, said lots are designated as Lots A and C and are more fully described as follows: Lots A and C combined commence at a point which is located on a line south 33 degrees 44 minutes 40 seconds west a distance of 98.44 feet from a point described as point of beginning on said survey; thence running south 33 degrees 44 minutes 40 seconds west for 118.59 feet to a point; thence running north 32 degrees 02 minutes west for a distance of 211.5 feet to a point; thence running north 33 degrees 15 minutes east for a distance of 119.01 feet to a point; and thence running south 32 degrees 02 minutes 40 seconds east for a distance of 212.61 feet to a point. Less and except all that property conveyed to Denise Camardelle, single and Roy Lirette, single by Clifton Lirette, Sr., married and Ella Schinell Lirette, married, by deed dated 12/02/1988 and recorded 12/12/1988, in book 399, page 164. A certain lot or portion of ground, together with all the buildings and improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the Parish of St. Charles, on the right bank of the Mississippi River in the Town of Boutte, Louisiana, in Section 120, T13S, R20E, and according to said survey prepared by R.P. Bernard, Surveyor, dated December 15, 1986, a copy of which is recorded in the records of St. Charles Parish, Louisiana, under entry number 136305, said lot is designated as Lot C and is more fully described as follows: Lot C commences at a point which is located on a line S 33 degrees 44 minutes 40 seconds west, a distance of 98.44 feet from a point described as point of beginning on said survey, thence running south 33 degrees 44 minutes 40 seconds west for 118.59 feet to a point; thence running north 32 degrees 02 minutes west for a distance of 105.75 feet to a point; thence running north 33 degrees 31 minutes west for a distance of 118.78 feet to a point; and thence running south 32 degrees 02 minutes 4.0 seconds west for a distance of 106.26 feet to a point. Tax ID: 4009000000A(7-11682).  
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTEEN THOUSAND TWO HUNDRED AND FIFTY-FOUR AND TWENTY-ONE (\$13,254.21) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.  
**TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.**  
**PUBLISH ON: January 8, 2026 February 5, 2026**  
**GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR**  
**ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF:**  
**Dennis F. Wiggins**  
**P.O. Box 87379**  
**Baton Rouge, LA 70879**  
**225-756-0373**  
**SCSO-CIV-209-0402**

**Public Notice**  
**ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT**  
 THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON FEBRUARY 19, 2026 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:  
**2026-2-ZBA** requested by **Murray Architects Inc** to waive and reduce landscaping requirements, **404 W. Alpha Drive, Destrehan**. Zoning District M-1. Council District 2.  
**2026-3-ZBA** requested by **Vivian Clark** to reduce the minimum building elevation from 6ft NAVD88 to 12 in. above the centerline of the street for a mobile home, **140 Mott Street, Des Allemands**. Zoning District R-1A(M). Council District 4.  
**2026-4-ZBA** requested by **Vivian Clark** to reduce the minimum building elevation from 6ft NAVD88 to 12 in. above the centerline of the street for a mobile home, **122 Mott Street, Des Allemands**. Zoning District R-1A(M). Council District 4.  
**2026-5-ZBA** requested by **NANO Architecture & Interiors** to waive the required five-foot planting buffer for a new commercial construction, **598 W Alpha Drive, Destrehan**. Zoning District M-1. Council District 2.  
**2026-6-ZBA** requested by **Troy Barrios** to reduce the minimum building elevation from 6ft NAVD88 to 12 in. above the centerline of the street for a single-family home, **306 St. Anthony Street, Luling**. Zoning District R-1A. Council District 7.  
**2026-7-ZBA** requested by **Troy Barrios** to reduce the minimum building elevation from 6ft NAVD88 to 12 in. above the centerline of the street for a single-family home, **308 St. Anthony Street, Luling**. Zoning District R-1A. Council District 7.  
**ALTERNATE DATE: 2/26**  
**PUBLISH 2/5, 2/12, 2/19**



St. Charles  
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