

ST. CHARLES PARISH PUBLIC NOTICES



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Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON **SEPTEMBER 17, 2026** AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2026-30-ZBA requested by **Jorge Murillo** to allow a residential accessory building within a front yard and reduce setbacks at **701 Oak Street, St. Rose**. Zoning District R-1A(M). Council District 5.

2026-31-ZBA requested by **Bylli & John All** to reduce the required setback for a generator at **131 Riverwood Drive, St. Rose**. Zoning District R-1A. Council District 5.

2026-32-ZBA requested by **Jeremy Seyfert** to increase the maximum square footage from 600 sq. ft to allow wet floodproofing for a 900 sq. ft residential accessory building at **561 Cypress Dr., Luling**. Zoning District R-1A. Council District 2.

ALTERNATE DATE: 9/24
PUBLISH 9/3, 9/10, 9/17

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, SEPTEMBER 14, 2026,
6:00 P.M., COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2026-0278 (8/24/26, Jewell, M. Albert)

An ordinance to levy an assessment on the 2025 ad valorem tax bills of property owners that are delinquent in paying outstanding invoices for removal of weeds, grass, etc. in accordance with the St. Charles Parish Code, Chapter 16, Article III, Weeds, Grass, etc. and to levy an assessment on the ad valorem tax bills of property owners that are delinquent in paying outstanding charges incurred for the removal of unsafe structures, trash and debris in accordance with Chapter 16.

2026-0279 (8/24/26, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A and R-1A(M) to C-3 on property designated as Tract B of Tract 53, Coteau De France, 16825 Highway 90, Des Allemands as requested by William Sigmon for Sigmon Rental Properties, LLC.

2026-0280 (8/24/26, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to C-3 on property designated as Lot 9A, St. Gertrude Catholic Church Campus, 17302 LA 631, Des Allemands as requested by Paul Hogan for PDJ Enterprises, LLC.

2026-0281 (8/24/26, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to R-1M on a portion of the property designated Tract 1, Coteau De France, 117 Gwen Lane, Des Allemands as requested by Baron Tregle for White Boot Investments, Inc.

2026-0273 (8/24/26, Fonseca, Mobley, Fisher)

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 15, Motor Vehicles and Traffic, Sec. 15-1., Definitions, by adding definitions; to add Secs. 15-27., 15-28., 15-29., and 15-30., relative to the regulations of motorized bicycles, motor driven cycles, electric-assisted bicycles, electric scooters and electric dirt bikes.

2026-0289 (8/24/26, Jewell, M. Bingham, B. Bernard)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform engineering services for Asphalt Maintenance 2027 (Project No. P260804), in the not to exceed amount of \$212,080.50.

2026-0290 (8/24/26, Jewell, B. Bernard)

An ordinance approving and authorizing the execution of an Act of Revocation on property owned by Nathaniel L. Castillo and identified in the attached Act of Revocation and further identified as a portion of the Cajun Paradise Levee System.

2026-0266 (8/24/26, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, LLC, for the Lakewood Pump Station Discharge Modifications (Project No. P241106), in the amount of \$959,300.00.

**PUBLISH: August 27, 2026
September 3, 10, 2026**

Public Notice

NOTICE

St. Charles Parish Public Schools adheres to the equal opportunity provisions of federal civil rights laws and regulations that are applicable to this agency. Therefore, no one will be discriminated against on the basis of race, color, national origin (Title VI of the Civil Rights Act of 1964); sex (Title IX of the Education Amendments of 1972); disability (Section 504 of the Rehabilitation Act of 1973); or age (Age Discrimination Act of 1975) in attaining policies and procedures with regards of Career and Technical Education Programs. Anyone with questions regarding this policy may contact Ronald Seal, Curriculum Specialist for School to Career at (985)785-3190, St. Charles Parish Public Schools.

Publish: August 6, 13, 20, 27, & September 3, 10, 17, & 24, 2026

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT

BRENDA J. CAMPOS
PROCUREMENT OFFICER

St. CHARLES PARISH
PROCUREMENT

**SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UNTIL:
11:00 A.M., THURSDAY, SEPTEMBER 24, 2026**

BIDS WILL BE RECEIVED UNTIL 11:00 A.M., THURSDAY, SEPTEMBER 24, 2026 BY HAND DELIVERY, USPS MAIL OR OTHER COURIER SERVICE TO THE ST. CHARLES PARISH COURTHOUSE, 15045 RIVER ROAD, 3RD FLOOR, PARISH PRESIDENT'S OFFICE, HAHNVILLE, LA 70057. SHORTLY THEREAFTER BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD IN THE PARISH COUNCIL CHAMBERS, 2ND FLOOR OF THE ST. CHARLES PARISH COURTHOUSE FOR THE:

HOME REHABILITATION PROGRAM

According to the Home Rehabilitation Guidelines, Contractors that wish to participate in the Program must complete a Contractor's Application prior to bidding. Contractors who meet the eligibility criteria will be added to the approved Contractors List and invited to Bid. Approved Contractors must pick up a bid package in order to bid. Contractor's Application and detailed specification may be picked up at the office or mailed from Michelle Frangella, Community Service Housing Rehab Specialist, (call before coming); 985-764-7944, Monday – Friday 8:30 am to 4:00 pm.

**BID MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE:
“DENOTING APPROPRIATE BID ITEM”**

St. Charles Parish reserves the right to reject any and all bids. These Bid Specifications have been prepared by our offices, Setting forth those items deemed necessary by our Office Personnel. They are not intended to be restrictive or discriminatory in any manner whatsoever.

Community Services
Allen Arterbury Building
14564 River Road
New Sarpy, LA 70078

BID ADVERTISED:
ST. CHARLES HERALD GUIDE:
SEPTEMBER 3, 2026
SEPTEMBER 10, 2026

Public Notice

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on April 20, 2026, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on **TUESDAY, NOVEMBER 3, 2026**, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following propositions, to-wit:

PROPOSITION NO. 1 OF 2
(RECREATION MILLAGE RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), be authorized to continue to levy a 2.68 mills tax on all property subject to taxation in the Parish (an estimated \$6,800,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2028 and ending with the year 2037, for the purpose of constructing, improving, maintaining and operating recreation facilities and programs in the Parish?

PROPOSITION NO. 2 OF 2
(COUNCIL ON AGING IN-LIEU MILLAGE)

Shall Parish of St. Charles, State of Louisiana (the "Parish"), be authorized to levy and collect a special tax of 1.25 mills on all property subject to taxation in the Parish (an estimated \$3,200,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2027 and ending with the year 2036, for the purpose of constructing, improving, maintaining and operating facilities and programs for the elderly in the Parish through the St. Charles Council on Aging Incorporated, said tax to be in lieu of and completely replace separate taxes aggregating 1.8 mills previously authorized, specifically consisting of the following: (i) 1.00 mill tax authorized to be levied in the Parish through the year 2027 pursuant to an election on December 10, 2016, and (ii) 0.8 mills tax authorized to be levied in the Parish through the year 2028 pursuant to an election on November 6, 2018?

The said special election will be held at each and every polling place in the Parish, which polls will open at six o'clock (6:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

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

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$16,800.

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

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the Council Chambers, 2nd Floor of the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, DECEMBER 7, 2026, at 6:00 P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

Publish: August 13, 20, 27 & September 3, 2026

Public Notice

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

**BIRDIES 1805 LLC d/b/a BIRDIES
DUSTBOWL
12590 RIVER RD
DESTREHAN, LA 70047
OWNER: MOHAMED NABUT, JR;
ABDEL NABUT**

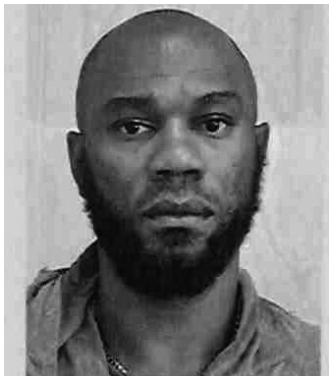
PUBLISH: August 27 & September 3, 2026

Public Notice

"Anyone knowing the whereabouts of Dawn Marie Frisella Holmes, please contact Attorney Wendy J. Williams at 1308 Paul Maillard Road, P. O. Box 1378, Luling, La. 70070 or call (985) 308-0510."

PUBLISH: August 27 & September 3, 2026

Public Notice



I, **Carlos Square Barrow**, have been convicted of **Forcible Rape**, Date of Conviction: 08/15/2007; **Failure to Register/Notify as a Sex Offender (Attempted)**, Date of Conviction: 05/13/2019, My Address is: 13468 US-90, Apt Room 126, Boutte, LA 70039

Race: Black
Sex: Male
Date of Birth: 04/05/1986
Height: 6'5"
Weight: 220
Hair Color: Black
Eye Color: Brown

PUBLISH: August 27 & September 3, 2026

Sheriff’s Sale

SHERIFFS SALE
SHERIFF’S OFFICE
Suit No: (45) 95158-C
Date: Wednesday, July 15, 2026
WILMINGTON SAVINGS FUND
SOCIETY, FSB, AS
TRUSTEE OF WAMPUS MORT-
GAGE LOAN
TRUST
VS
KAREN J. WHITEA/K/AKAREN
JOHNSON WHITE
A/K/AKAREN WHITEAND
OVILLE JOHNSON
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, JANUARY 08, 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, SEPTEMBER 09, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit
The property described in the Act of Mortgage is described as follows:
One certain lot or portion of ground, together with all the buildings and improvements thereon and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining situated in the Parish of St. Charles State of Louisiana, on the right bank of the Mississippi River, which lot is designated as number six (6) of Block A in what is known as Arna Heights Subdivision at Arna, Louisiana, being a portion of the Lot 4 of the Widow Ursin Zeringue property in Sections 34 and 36, T13S, R21E as per plan of subdivision by E.M. Collier, Surveyor, dated May 14, 1962, revised May 20, 1966, and further reviewed by survey, dated May 20, 1993, by Lucien Gassen, Surveyor, attached hereto and made a part hereof, and according to which the lot herein conveyed measures as follows, to-wit:
Lot no. six (6) of Block A measures 75 feet front on Kennedy Street, by a depth along lone of Lot 5 of 113.63 feet, by width in the rear of 75 feet, by a depth along line of Lot 7 of 113.90 feet. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
SEVENTY THOUSAND AND FOUR HUNDRED AND FIFTY-EIGHT AND TWENTY-SEVEN (\$70,458.27) 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: August 6, 2026
September 3, 2026
GREG CHAMPAGNE-SHERIFF
& EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF AUGUST 10, 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 deBruter

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

Monday, August 10, 2026 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 8 - Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, and Michele deBruter
Absent 1 - Heather Skiba

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Engineering Director Miles Bingham, Public Works Director Brandon Bernard, Wastewater Director David deGeneres, Community Services Director Joan Tonglet Diaz, Parks and Recreation Director Duane Foret, Dayna Parker, Personnel Officer, Procurement Officer Brenda Campos, Michelle Impastato, Council Secretary

CALL TO ORDER

Meeting called to order at 6:06 pm.

PRAYER / PLEDGE

Pastor Chris Housewright
Grace Point Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Comardelle, to approve the minutes from the regular meeting of July 27, 2026. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruter

Nay: 0

Absent: 1 - Skiba

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2026-0237

In Recognition: 2026 12U All-Star Basketball - AAA Biddy Basketball World Champions

Sponsors: Mr. Jewell

Assistant Director of Youth Sports, Daniel Luquet spoke on the matter. Coach Joshua Plaisance spoke on the matter. Chairman Pilié spoke on the matter.

Read

2026-0240

In Recognition: 2026 8U All-Star Softball - All American Youth Sports State Champions

Sponsors: Mr. Jewell

Assistant Director of Youth Sports, Daniel Luquet spoke on the matter. Chairman Pilié spoke on the matter.

Read

2026-0216

In Memoriam: Adrain Leon Petetant

Sponsors: Mr. Jewell

Read

2026-0257

In Recognition: Robin Robicheaux, St. Charles Parish Library Board of Control

Sponsors: Mr. Fisher

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2026-0243

Department of Community Services
Community Services Director Joan Diaz reported.

Councilwoman deBruter spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Ms. Diaz spoke on the matter.
Councilwoman O'Daniels spoke on the matter.
Ms. Diaz spoke on the matter.
Councilwoman Wilson spoke on the matter.
Chairman Pilié spoke on the matter.

Reported

2026-0249

Procurement Office
Procurement Officer Brenda Campos reported.

Chairman Pilié spoke on the matter.
Ms. Campos spoke on the matter.
Chairman Pilié spoke on the matter.
Ms. Campos spoke on the matter.

Reported

2026-0250

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, AUGUST 24, 2026, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2026-0254

An ordinance approving and authorizing the execution of a Professional Services Agreement with and Barowka and Bonura Engineers and Consultants, LLC, for the Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program, in the lump sum of \$7,250.00 per structure.

Sponsors: Mr. Jewell and Grants Office

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

2026-0259

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance 22-1-2, which approved a Professional Services Agreement with EJES, Inc., to perform engineering services for the Kinler and Paul Fredrick Roadway and Drainage Improvements (Project No. P210704), in the amount not to exceed \$95,000.00, increasing the overall contract amount to \$839,851.00.

Sponsors: Mr. Jewell and Department of Engineering

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

2026-0260

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance 25-2-13, which approved the Professional Services

Agreement with Alpha Testing and Inspection, Inc., for continued testing and inspection services for Capital Project Testing and Inspection (Project No. P250107), in the amount not to exceed of \$150,000.00, increasing the overall contract value to \$650,000.00.

Sponsors: Mr. Jewell and Department of Engineering

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

2026-0263

An ordinance to amend the St. Charles Parish Code of Ordinance, Chapter 2, Administration, Article I. In General, Section 2-2. Fees of copies of documents.

Sponsors: Ms. O'Daniels and Mr. Pilié

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

2026-0265

An ordinance approving and authorizing the execution of a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Engineers Canal Pump Station Improvements Design Refinement (Project No. P260803), in the not to exceed amount of \$1,423,978.00.

Sponsors: Mr. Jewell, Department of Engineering and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

2026-0269

An ordinance to levy an assessment on the 2025 ad valorem tax bills of property owners that are delinquent in paying outstanding invoices for removal of weeds, grass, etc. in accordance with the St. Charles Parish Code, Chapter 16, Article III, Weeds, Grass, etc. and to levy an assessment on the ad valorem tax bills of property owners that are delinquent in paying outstanding charges incurred for the removal of unsafe structures, trash and debris in accordance with Chapter 16.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

2026-0270

An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A. - St. Charles Parish Zoning Ordinance of 1981, Section III. - Definitions, Section VI. - Zoning district criteria and regulations, and Section VII. - Supplemental use and performance regulations, updating definitions, use regulations, and supplemental regulations for uses under the C-2 and C-3 zoning districts.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

2026-0271

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Section XX. Flood damage prevention. to reestablish the effective "Flood Insurance Study for the Parish of St. Charles" and accompanying Flood Insurance Rate Maps revised June 16, 1992, for the purpose of determining minimum building elevations for development within Sunset Drainage District and to add 0 feet NAVD88 as the lowest permitted elevation.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

2026-0272

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with St. Charles Parish Public Schools for use of certain property adjacent to Norco Elementary School.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 24, 2026

ORDINANCE SCHEDULED FOR PUBLIC HEARING AND ADOPTION AT THIS PUBLIC MEETING (INTRODUCED AT PREVIOUS MEETING)

2026-0235

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.

Sponsors: Mr. Jewell and Department of Finance

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

Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruter

Nay: 0

Absent: 1 - Skiba

Enactment No: 26-8-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2026-0247

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 18, Personnel, Article II. Classified Civil Service System, Div. 2. Civil Service Board, Sec. 18-26, Members., to replace (c), (1), due to the dissolution of the Louisiana Civil Service League.

Sponsors: Mr. Jewell and Personnel Office

Reported:
Personnel Office Recommended: Approval
Dayna Parker, Personnel Officer, spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruter

Nay: 0

Absent: 1 - Skiba

Enactment No: 26-8-2

2026-0251

An ordinance approving and authorizing the execution of Change Order No. 1 for the Ormond Center Drainage Improvements (Project No. P190505), to increase the contract amount by \$271,095.41 and increase the contract time by thirty (30) calendar days.

Sponsors: Mr. Jewell and Department of Engineering

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

Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Councilman Fisher spoke on the matter.
Engineering Director Miles Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruter

Nay: 0

Absent: 1 - Skiba

Enactment No: 26-8-3

2026-0252

An ordinance approving and authorizing the execution of Change Order No. 1 for the Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation (Project No. S211202), to increase the contract amount by \$71,532.00 and increase the contract time by one hundred thirty-three (133) calendar days.

Sponsors: Mr. Jewell and Department of Engineering

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

Public Hearing Requirements Satisfied

Council Discussion
Chairman Pilié spoke on the matter.
Wastewater Director David deGeneres spoke on the matter.
Chairman Pilié spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 26-8-4

2026-0253

An ordinance approving and authorizing the execution of Change Order No. 1 with for the Ormond CN Railway Culverts Project (Project No. P200801), to increase the contract amount by \$1,005,921.76 and increase the contract time by sixty (60) days.

Sponsors: Mr. Jewell and Department of Engineering

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

Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Councilwoman Fonseca spoke on the matter.
Engineering Director Miles Bingham spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Engineering Director Miles Bingham spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Engineering Director Miles Bingham spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Chairman Pilié spoke on the matter.
Councilwoman O'Daniels spoke on the matter.
Finance Director Grant Dussom spoke on the matter.
Councilwoman O'Daniels spoke on the matter.
Finance Director Grant Dussom spoke on the matter.
Councilman Comardelle spoke on the matter.
Engineering Director Miles Bingham spoke on the matter.
Councilman Comardelle spoke on the matter.
Engineering Director Miles Bingham spoke on the matter.
Councilman Comardelle spoke on the matter.
Chairman Pilié spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 26-8-5

2026-0220

An ordinance approving and authorizing the execution of a Construction Manager at Risk, herein after referred to as "CMAR", Contract with Woodward Design + Build, LLC, for the construction of Hahnville Branch Library Construction Project, in the amount of \$9,040,972.00.

Sponsors: Mr. Jewell and Department of Engineering

Reported:
Engineering Department Recommended: Approval
St. Charles Parish Library Director Leann Benedict spoke on the matter.

Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Councilwoman Fonseca spoke on the matter.
Councilman Comardelle spoke on the matter.
Parish President Matthew Jewell spoke on matter.
Chairman Pilié spoke on the matter.
St. Charles Parish Library Director Leann Benedict spoke on the matter.
Chairman Pilié spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 26-8-6

2026-0242

An ordinance approving and authorizing the execution of a Services Agreement with ARCCO Company Services, Inc., for the Wastewater Generator Preventative Maintenance 2026 (Project No. S260701), in the amount not to exceed \$99,735.00.

Sponsors: Mr. Jewell and Department of Wastewater

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

Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Chairman Pilié spoke on the matter.
Wastewater Director David deGeneres spoke on the matter.
Chairman Pilié spoke on the matter.
Wastewater Director David deGeneres spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 26-8-7

2026-0229

An ordinance approving and authorizing the execution of a Contract with Pintail Contracting Services, LLC, for the Ama Park Renovations (Project No. RECAPR25), in the amount of \$1,208,100.00.

Sponsors: Mr. Jewell and Department of Engineering

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

Chairman Pilié stated that Administration requested the following amendment:
To Amend Section 1.04, Statement of Work, of Section 00500 of the Contract to correct the typographical error changing "flighting" to "lighting."

Chairman Pilié requested clarification from Legal Services Director Corey Oubre as to whether the proposed amendments constituted a substantial change.
Mr. Oubre stated that this amendment was not a substantial change.

Public Hearing Requirements Satisfied

Amendment:
To Amend Section 1.04, Statement of Work, of Section 00500 of the Contract to correct the typographical error changing "flighting" to "lighting."

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher, to Amend File No. 2026-0229. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Amended

Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Councilwoman Fonseca spoke on the matter.
Councilman Fisher spoke on the matter.
Parks and Recreation Director Duane Foret spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Chairman Pilié spoke on the matter.

A motion was made Approved. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 26-8-8

RESOLUTIONS

2026-0230

A resolution declaring certain movable property as surplus and authorizing its disposition by public internet auction.

Sponsors: Mr. Jewell and Department of Finance

Reported:
Finance Department Recommended: Approval
Procurement Officer Brenda Campos spoke on the matter.

Public comment opened
Mr. Milton Allemand, Hahnville

Council Discussion
Parish President Matthew Jewell spoke on the matter.
Chairman Pilié spoke on the matter.
Procurement Officer Brenda Campos spoke on the matter.
Chairman Pilié spoke on the matter.
Procurement Officer Brenda Campos spoke on the matter.
Chairman Pilié spoke on the matter.
Procurement Officer Brenda Campos spoke on the matter.
Councilwoman Fonseca spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 6919

APPOINTMENTS

2026-0204

A resolution appointing Mr. Michael D. Heath to the St. Charles Parish Communications District representing the St. Charles Parish Council.

VOTE ON THE APPOINTMENT OF MR. MICHAEL D. HEATH

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 6920

2026-0205

A resolution appointing Mr. Kevin Gauthier to the St. Charles Parish Communications District representing Emergency Medical Services as requested by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners.

VOTE ON THE APPOINTMENT OF MR. KEVIN GAUTHIER

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 6921

2026-0213

A resolution appointing Mr. Armond Bourque to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

VOTE ON THE APPOINTMENT OF MR. ARMOND BOURQUE

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

Enactment No: 6922

2026-0207

A resolution appointing a member to the St. Charles Parish Library Board of Control as the District VI Representative.

Councilman Fisher requested that this item be deferred.
Chairman Pilié stated that this item will be deferred to the Monday, August 24, 2026, Council Meeting.

Deferred

2026-0246

A resolution appointing a member to the St. Charles Parish Communications District representing the St. Charles Parish Firemen's Association.

Chairman Pilié stated that this item will be deferred to the Monday, August 24, 2026, Council Meeting pending receipt of the required nomination.

Deferred

2026-0228

A resolution appointing a member to the St. Charles Parish Library Board of Control as the District II Representative.

Vacancy Announced

Accommodations for Disabled

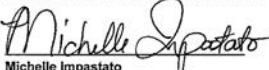
A motion was made by Councilmember deBruler, seconded by Councilmember Comardelle, to adjourn the meeting at approximately 8:30 pm. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Skiba

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

Publish: September 3, 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, AUGUST 24, 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.

2026-0254
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)

ORDINANCE NO. 26-8-9

An ordinance approving and authorizing the execution of a Professional Services Agreement with and Barowka and Bonura Engineers and Consultants, LLC, for the Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program, in the lump sum of \$7,250.00 per structure.

WHEREAS, St. Charles Parish has/intends to secure grant awards through FEMA's Flood Mitigation Assistance and Hazard Mitigation Grant Programs (and any other funding that may become available) to mitigate Severe Repetitive Loss and Repetitive Loss residential structures; and,

WHEREAS, said grant programs will provide funding necessary for the mitigation of structures to reduce or eliminate the risk of flood damage to said structures insured under the National Flood Insurance Program (NFIP) and the property owners are responsible for any required local match for their respective properties; and,

WHEREAS, in compliance with Federal procurement regulations, St. Charles Parish issued a Request for Proposal (RFP) for Program Administrative/Management Services to Implement the St. Charles Parish Residential Mitigation Program to solicit a firm to provide said services on an as needed basis; and,

WHEREAS, the Request for Proposal (RFP) was publicly advertised and proposals were received on July 2, 2026; and,

WHEREAS, all proposals have been reviewed and evaluated in accordance with the Selection Criteria set forth in the RFP and it is recommended that the Contract be awarded to Barowka and Bonura Engineers and Consultants, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC, in the lump sum of \$7,250.00 per structure is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 24th day of August, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*

SECRETARY: *[Signature]*

CLVD/PARISH PRESIDENT: August 25, 2026

APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: August 26, 2026

AT: 10:52am RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Barowka and Bonura Engineers and Consultants, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program.

1.0 GENERAL TERMS

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

The initial terms for this Agreement shall be for a period of 5 years from the date listed above. By written mutual agreement of both parties, this Agreement can be renewed for up to, but no more than, two (2) successive one-year renewal terms, to be extended one (1) year (twelve months) at a time.

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

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

2.0 PROJECT

- 2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:
- Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program
- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

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

Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

b. Timesheets for all hours invoiced.

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

11.3	The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
11.4	The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
11.5	Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
11.6	Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
11.7	This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or five (5) years from the date of its execution, which ever even occurs first, unless renewed as stated in Section 1.0.
12.0	NON-APPROPRIATION CLAUSE Notwithstanding any other provision of this AGREEMENT, if the Owner does not receive the sufficient funds to fund this AGREEMENT and other obligations of St. Charles Parish, if funds are de-appropriated, or if the Owner does not receive legal authority to expend funds from the St. Charles Parish Council, then the Owner is not obligated to make payment under this AGREEMENT.
13.0	INSURANCE 13.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen’s Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the <u>unencumbered</u> amount of \$1,000,000.00 for one person and not less than <u>\$1,000,000.00</u> for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the <u>unencumbered</u> amount of <u>\$1,000,000.00</u> for each accident and not less than <u>\$1,000,000.00</u> aggregate. 13.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the <u>unencumbered</u> sum of \$1,000,000.00. 13.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies. 13.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein. 13.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos. 13.6 St Charles Parish shall be named as an additional insured on general liability insurance policies. 13.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in I.S.A.-R.S. 23:1061. 13.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker’s compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement. 13.9 The Worker’s Compensation Policy Territory Coverage must include Louisiana.
14.0	INDEMNIFICATION Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.
15.0	WARRANTY 15.1 <u>Consultant</u> warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements. 15.2 If <u>Consulting Services for project</u> designed by <u>Consultant</u> does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of <u>Consultant’s</u> failure to meet the standard of care in its design services, <u>Consultant</u> will indemnify the Parish for <u>Consultant’s</u> share of the costs incurred to bring <u>Consulting Services for project</u> to the limitations mandated. 15.3 The obligations expressed in Section 14 above in no way limit the Consultant’s obligations expressed elsewhere in this Contract.
16.0	EXCLUSIVE JURISDICTION AND VENUE For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant’s residence and (b) right of removal to Federal Court based upon diversity of citizenship.
17.0	COMPLIANCE WITH FEDERAL AND STATE LAWS CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment “D” (if applicable).
18.0	CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2 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.
19.0	OTHER This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.	
BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC	ST. CHARLES PARISH
By: _____	By: _____
Name: Jeffrey Bonura	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
ATTACHMENT “A”	
Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program	
Project Scope:	
CONSULTANT shall perform the scope of services described in the following paragraphs.	

- Coordinate and host a Program Kick-Off Meeting for all property owners to attend to ensure that the owner understands all policies and restrictions that affect the mitigation of his or her property, and to collect any missing data. During the meeting, ensure that the property owner understands the mitigation process in general, duplication of benefits (DOB), the match requirement, and all St. Charles Parish policies and procedures;
- Conduct individual Program Kick-Off Meetings with each property owner as needed;
- Confirm information previously gathered remains valid and accurate;
- Ensure the existence of records of sufficient photos of the current pre-mitigation property conditions, including all doors, windows, utilities, and central or window air conditioning units;
- Provide guidance to each property owner regarding the filing of an ICC claim, the proceeds of which are to be used towards each property owner's required match and provide administrative assistance to property owners as needed;
- Ensure that each property owner obtains at least three bids from qualified contractors;
- Review bids for cost reasonableness and any errors or ineligible items;
- Coordinate with the property owner and contractor for the completion and review of elevation/mitigation plans, foundation designs, construction details, elevation certificates, and permitting prior to construction to assure compliance with the grant programs, Parish building codes and requirements, as well as local, State, and Federal regulations, and provide copies of all documentation to the Parish;
- Facilitate the eligibility review of the proposed mitigation by grant agency/agencies;
- Compile necessary pre-construction documentation required and package for Parish review and approval;
- Instruct the property owner(s) on the proper procedures to execute their construction contract with the mitigation contractor they select;
- Coordinate and host a Pre-Construction Kick-Off Meeting with the property owner, construction contractor, project manager, and St. Charles Parish;
- Collect documentation of payment of the match requirement from each property owner;
- Arrange additional meetings, as needed, with the St. Charles Parish Dept. of Planning & Zoning, the property owner, and contractor to discuss construction permitting, code compliance, and inspections;
- Draft and issue Notice to Proceed to homeowner;
- Conduct periodic site visits to inspect ongoing construction and complete monitoring reports for each milestone that include photos, progress updates, issues of concern, etc. to submit to St. Charles Parish;
- Review milestone payment requests from contractors for compliance with program requirements, compile all necessary documentation, and submit to Parish for approval and payment to each homeowner. Coordinate with homeowners for check endorsement and remit payment to contractors;
- Coordinate and host Final Site Visit Meetings following construction and document any discrepancies;
- Assist the Parish in responding to information and data requests;
- Coordinate with the grant agency, as needed;
- Comply with all grant program mandates and documentation requirements;
- Develop and submit monthly progress reports to the Parish that summarize the status of individual projects, and include other information necessary such as the program progress as a whole;
- Assist the Parish in the preparation and submission of the requests for reimbursement;
- Assist the Parish in the preparation of grant program quarterly reports;
- Assist the Parish in establishing project files. These files must demonstrate compliance with grant program requirements and all applicable local, State, and Federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the Parish’s files;
- Attend and assist the Parish during grant agency monitoring visit(s) and prepare the Parish’s response to any monitoring findings;
- Protect each property owner’s right to privacy pursuant to the Privacy Act of 1974 by restricting communication regarding the mitigation of their respective property to only Parish Administrators, the property owner, their selected mitigation construction contractor, the surveyor, and grant agency. Parish approval must be obtained prior to communicating with any other individual/agency other than those aforementioned.
- Provide extensive knowledge, experience, and technical competence in dealing with elevation or mitigation reconstruction programs, specifically including the requirements associated with FEMA’s Flood Mitigation Assistance and Hazard Mitigation Grant Programs, NFIP Increased Cost of Compliance, as well as construction management, and ASCE 24 standards.
- Maintain staff members that have experience with elevation or mitigation reconstruction grant funding programs.

The Milestone Phases are as follows:

Planning and Prep
Proposal and Design
Pre-Construction
Construction Monitoring: Construction Milestone 1
Construction Monitoring: Construction Milestones 2 & 3
Construction Monitoring: Construction Milestone 4
Closeout

ATTACHMENT “B”

Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program
Project Schedule:

Services will begin upon contract award and the issuance of a task order. The project schedule for these services will be dictated by FEMA grant requirements, the progress of each individual residential mitigation project, including property owner participation, permitting, contractor procurement, construction progress, and grant agency closeout requirements.

ATTACHMENT “C”

Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program
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The consultant will perform the Scope of Services for a lump sum amount of \$7,250.00 per structure included in the Residential Mitigation program that meets the milestone phases. This amount will be billed to the Parish by milestone as outlined below.
Milestone Phase - Cost
Planning and Prep - \$1,500.00
Proposal and Design - \$750.00
Pre-Construction - \$1,500.00
Construction Monitoring: Construction Milestone 1 - \$1,000.00
Construction Monitoring: Construction Milestones 2 & 3 - \$1,000.00
Construction Monitoring: Construction Milestone 4 - \$1,000.00
Closeout - \$500.00

Additional details regarding Milestone Phase Costs are listed in the Rate sheet labeled Attachment C-1.

ATTACHMENT “D”
COMPLIANCE WITH FEDERAL AND STATE LAWS

Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program
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Compliance Provisions for Federally Assisted Professional Services Contracts

CONTENTS

- CERTIFICATION OF NONSEGREGATED FACILITIES
- CIVIL RIGHTS
- CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
- SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- AGE DISCRIMINATION ACT OF 1975
- CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
- FLOOD DISASTER PROTECTION
- ACCESS TO RECORDS - MAINTENANCE OF RECORDS
- INSPECTION
- REPORTING REQUIREMENTS
- CONFLICT OF INTEREST
- PATENTS

- 14. COPYRIGHT
- 15. TERMINATION FOR CAUSE
- 16. TERMINATION FOR CONVENIENCE
- 17. ENERGY EFFICIENCY
- 18. SUBCONTRACTS
- 19. UNIQUE ENTITY DENTIFIER (UEI) REQUIREMENTS
- 20. DEBARMENT, SUSPENSION, AND INELIGIBILITY
- 21. BREACH OF CONTRACT TERMS
- 22. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
- 23. CHANGES
- 24. PERSONNEL
- 25. ANTI-KICKBACK RULES
- 26. ASSIGNABILITY
- 27. INTEREST OF CONTRACTOR
- 28. POLITICAL ACTIVITY
- 29. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
- 30. DISCRIMINATION DUE TO BELIEFS
- 31. CONFIDENTIAL FINDINGS
- 32. LOBBYING
- 33. DRUG FREE WORKPLACE
- 34. PROCUREMENT OF RECOVERED MATERIALS

1. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).

NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

2. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

4. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**(Applicable to contracts and subcontracts over \$10,000)

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

6. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

7. **CERTIFICATION OF OCMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

8. **FLOOD DISASTER PROTECTION**

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

9. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

10. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

11. **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

12. **CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

13. **PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

14. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

15. **TERMINATION FOR CAUSE**

(Applicable to all contracts in excess of \$10,000)
If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon

have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

16. **TERMINATION FOR CONVENIENCE**
(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

17. **ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

18. **SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

19. **UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

20. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

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

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

21. **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract 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 contract shall forthwith be physically amended to make such insertion or correction.

23. **CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

24. **PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

25. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under any Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

26. **ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the

Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

27. **INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract that no person having any such interest shall be employed.

28. **POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

29. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

30. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

31. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

32. **LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. **DRUG-FREE WORKPLACE**

(Applicable to all contracts in excess of Simplified Acquisition Threshold)

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an individual, shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration –

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

34. **PROCUREMENT OF RECOVERED MATERIALS**

The Contractor and its Subcontractors will comply with Section 6002 of the Solid Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the Contractor purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT C-1

Grant Cost Lines			Per Parcel Monitoring		General Grant Management	
Proposal Categories			Project Management	Construction Monitoring	Grant Management	Closeout
Milestone Description	Deliverable					
Planning and Prep	Grant Kickoff meeting sign-in sheets	\$ 1,500.00	\$475.00	\$475.00	\$550.00	\$0.00
Proposal and Design	Notification to proceed with engineering	\$ 750.00	\$250.00	\$0.00	\$500.00	\$0.00
Pre-Construction	Signed Homeowner Agreement	\$ 1,500.00	\$250.00	\$750.00	\$500.00	\$0.00
Construction Monitoring: Construction Milestone 1	Construction Milestone Observation Report: Passing of Inspection # 1 - Construction/Temporary Pole (Pre-elevation Certificate required) Reimbursement submitted to GOHSEP	\$ 1,000.00	\$100.00	\$500.00	\$400.00	\$0.00
Construction Monitoring: Construction Milestones 2 & 3	Construction Milestone Observation Report: Passing of Inspection # 2 - Piling Inspection (Foundation Inspection Passed - Parish) Passing of Inspection # 3 - Foundation Completion and Anchoring (Building Under Construction Elevation Certificate, Sewer/Water Reconnected, Temporary Ingress/Egress) Reimbursement submitted to GOHSEP	\$ 1,000.00	\$100.00	\$500.00	\$400.00	\$0.00
Construction Monitoring: Construction Milestone 4	Construction Milestone Observation Report: Passing of Inspection # 4 - Final Certificate of Compliance (Post elevation Certificate and Certificate of Occupancy required.) Reimbursement submitted to GOHSEP	\$ 1,000.00	\$100.00	\$500.00	\$400.00	\$0.00
Closeout	Final budget and closeout letter	\$ 500.00	\$0.00	\$0.00	\$0.00	\$500.00
TOTAL		\$ 7,250.00	\$1,275.00	\$2,725.00	\$2,750.00	\$500.00

2026-0259
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF ENGINEERING)
ORDINANCE NO. 26-8-10

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance 22-1-2, which approved a Professional Services Agreement with EJES, Inc., to perform engineering services for the Kinler and Paul Fredrick Roadway and Drainage Improvements (Project No. P210704), in the amount not to exceed \$95,000.00, increasing the overall contract amount to \$839,851.00.

WHEREAS, Ordinance No. 22-1-2 adopted on January 10, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with EJES Inc., to perform engineering services for Kinler and Paul Frederick Roadway and Drainage Improvements Project No. P210704, not exceed \$385,955.00; and,

WHEREAS, Ordinance No. 25-2-1 adopted on February 10, 2025, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 22-1-2, which approved a Professional Services Agreement with EJES Inc., to perform engineering services for Kinler and Paul Frederick Roadway and Drainage Improvements (Project No. P210704), in the amount not to exceed \$358,896.00, increasing the overall contract amount to \$744,851.00, to separate the project into three distinct phases; and,

WHEREAS, Ordinance No. 26-7-3 adopted on July 13, 2026, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Kass Bros, Inc., for the Kinler and Paul Fredrick Roadway and Drainage Improvements Phase I (Project No. P210704), in the amount of \$728,906.00; and,

WHEREAS, it is necessary to amend the Professional Services Agreement with EJES, Inc., to incorporate Resident Inspection for said Phase I project that was recently bid and awarded; and,

WHEREAS, St. Charles Parish and EJES, Inc., have mutually agreed to a not to exceed amount of \$95,000.00 to complete the work of Resident Inspection, increasing the overall contract amount to a not to exceed \$839,851.00; and,

WHEREAS, the Amendment No. 2 attached describes any and all changes to scope, schedule, and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and EJES, Inc., to include Resident Inspection for Kinler and Paul Fredrick Roadway and Drainage Improvements (Project No. P210704), in the not to exceed amount of \$95,000.00, increasing the overall contract amount to not to exceed \$839,851.00, is hereby approved and accepted.

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

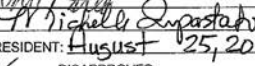
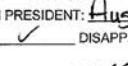
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

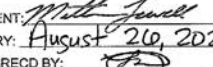
YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted the 24th day of August, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: 
RETD/SECRETARY: August 26, 2026
AT: 10:52am RECD BY: 

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR KINLER AND PAUL FREDRICK
ROADWAY AND DRAINAGE
IMPROVEMENTS (PARISH PROJECT NO.
P210704)

THIS AMENDMENT NO. 2 is made and entered into on this

BY AND BETWEEN:

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

EJES, Inc. represented herein by Tanita G. Alexander, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, Ordinance No. 22-1-2 adopted on January 10, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with EJES, Inc., to perform engineering services for Kinler and Paul Fredrick Roadway and Drainage Improvements (Project No. P210704), in the not to exceed amount of \$385,955.00; and,

WHEREAS, Ordinance No. 25-2-1 adopted on February 10, 2025, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to the Professional Services Agreement with EJES, Inc., to separate the project into three distinct phases, increasing the contract amount by \$358,896.00, for a total not to exceed amount of \$744,851.00; and,

WHEREAS, Ordinance No. 26-7-3 adopted on July 13, 2026, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Kass Bros, Inc., for the Kinler and Paul Fredrick Roadway and Drainage Improvements Phase I (Project No. P210704), in the amount of \$728,906.00; and,

WHEREAS, it is necessary to amend the Professional Services Agreement with EJES, Inc., to incorporate Resident Inspection for said Phase I project that was recently bid and awarded; and,

WHEREAS, St. Charles Parish and EJES, Inc., have mutually agreed to a not to exceed amount of \$95,000.00 to complete the work of Resident Inspection, increasing the overall contract amount to a not to exceed \$839,851.00; and,

Changes to the Contract Attachments are as follows:

ATTACHMENT "A" (Amendment No. 2)

Add the following scope to the original Agreement's Attachment A:

A. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT's representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

- RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
- Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
- Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- Comply with Site safety programs.
- Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
- Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
- Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- Resident Project Representative shall not:
 - Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B" (Amendment No. 2)

Add the following schedule verbiage to the original Agreement's Attachment B:

Resident Inspection shall follow the schedule of the contract time allotted for the contractor, which is 180 calendar days.

ATTACHMENT "C" (Amendment No. 2)

Add the following compensation verbiage to the original Agreement's Attachment C:

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

- Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$95,000.00 at the hourly rate as listed in Attachment C-1.
- Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 180-day construction schedule.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this

EJES, INC.	ST. CHARLES PARISH
By: _____	By: _____
Name: Tanita G. Alexander	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
WITNESS	WITNESS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment C-1

EJES, Inc.

2026 Charges for Professional Consulting Services

The charges for any services provided by EJES, Inc. consist of: (1) an hourly billing rate for any professional staff member activity working on a project; and (2) reimbursement of direct expenses; and (3) reimbursement of subcontractor's and other special costs.

Hourly billing rates for various classifications of EJES, Inc. personnel are indicated below and are subject to annual revision:

Staff Classification	Loaded Rate
Principal	322.58
Senior Project Manager	249.65
Project Manager	207.57
Deputy Project Manager	196.35
Senior Architect	215.99
Senior Structural Engineer	190.74
Senior Engineer	179.52
Project Engineer	157.08
Design Engineer	129.03
Construction Project Representative	89.00
Senior Engineer Tech	120.62
Engineer-In-Training	120.62
Senior CADD Operator	109.4
Architectural Designer	100.98
Engineer Tech	89.76
CADD Operator	84.15
Admin/Clerical	78.54

*The above rates include all employee wages and payroll burdens, plus company overhead and 10% profit.

PAYMENT: Progress Invoices will be issued monthly and are to be paid within 30 days of the invoice date unless prior written agreement has been obtained.

TRAVEL: Time spent traveling in the interest of the client will be minimized and will be billed at standard hourly rates.

2026-0260

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

ORDINANCE NO. 26-8-11

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance 25-2-13, which approved the Professional Services Agreement with Alpha Testing and Inspection, Inc., for continued testing and inspection services for Capital Project Testing and Inspection (Project No. P250107), in the amount not to exceed of \$150,000.00, increasing the overall contract value to \$650,000.00.

WHEREAS, Ordinance No. 25-2-13 adopted on February 24, 2025, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for the Capital Project Testing and Inspection (Project No. P250107), in the not to exceed amount of \$250,000.00; and,

WHEREAS, Ordinance No. 26-1-8 adopted on January 12, 2026, by the St. Charles Parish Council, approved and authorized 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; and,

WHEREAS, the funds of the original agreement and Amendment No. 1 have been allocated through various task orders for multiple Capital Projects during the 2025 and 2026 calendar year so far and therefore more funds are needed to allocate testing and inspection of projects currently being bid in 2026 and potential future projects to be bid in 2027; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc., have mutually agreed to a not to exceed price of \$150,000.00 to complete the work, increasing the overall contract value to \$650,000.00; and,

WHEREAS, the Amendment No. 2 between St. Charles Parish and Alpha Testing and Inspection, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

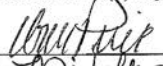
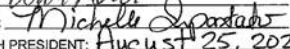
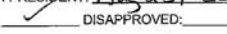
SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for continued testing and inspection services for Capital Project Testing and Inspection (Project No. P250107), in the amount not to exceed \$150,000.00, increasing the overall contract value to \$650,000.00, is hereby approved and accepted.

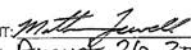
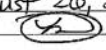
SECTION II. That the Parish President is hereby authorized to execute said Amendment on behalf of St. Charles Parish.

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

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

And the ordinance was declared adopted this 24th day of August, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: August 25, 2024
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RETD/SECRETARY: August 26, 2026
AT: ID:SZam RECD BY: 

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR CAPITAL PROJECT TESTING AND
INSPECTION (PARISH PROJECT NO.
P250107)

THIS AMENDMENT NO. 2 is made and entered into on this

BY AND BETWEEN:

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

Alpha Testing and Inspection, Inc. represented herein by Brandon Devillier, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, Ordinance No. 25-2-13 adopted on February 24, 2025, by the St. Charles Parish Council, approved and authorized the execution of a 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; and,

WHEREAS, Ordinance No. 26-1-8 adopted on January 12, 2026, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to the Professional Services Agreement with Alpha Testing and Inspection, Inc., to continue necessary testing and inspection for Capital Projects throughout the Parish for Capital Project Testing and Inspection (Project No. P250107) in the not to exceed amount of \$250,000.00, increasing the overall contract value to \$500,000.00; and,

WHEREAS, the funds of the original agreement and Amendment No. 1 have been allocated through various task orders for multiple Capital Projects during the 2025 and 2026 calendar year so far and therefore more funds are needed to allocate testing and inspection of projects currently being bid in 2026 and potential future projects to be bid in 2027; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc., have mutually agreed to a not to exceed price of \$150,000.00 to complete the work, increasing the overall contract value to \$650,000.00; and,

WHEREAS, the Amendment No. 2 between St. Charles Parish and Alpha Testing and Inspection, Inc., describes the details of the proposed services and compensation.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

No changes to Scope

ATTACHMENT "B"

No changes to Schedule

ATTACHMENT "C"

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

- The total compensation for testing services as described in Attached A is estimated to be \$650,000.00.
- The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charges to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class.
- The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- CONSULTANT's Standard Hourly Rates have not changed as of this Amendment. Refer to the original Agreement's Attachment C-1 for Standard Hourly Rates.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this

ALPHA TESTING AND INSPECTION, INC.

ST. CHARLES PARISH

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

WITNESS

WITNESS

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

2026-0263

INTRODUCED BY: MICHELLE O'DANIELS, COUNCILWOMAN, DISTRICT V
WALTER PILIÉ, COUNCILMAN, DISTRICT III

ORDINANCE NO. 26-8-12

An ordinance to amend the St. Charles Parish Code of Ordinance, Chapter 2, Administration, Article I. In General, Section 2-2. Fees of copies of documents.

WHEREAS, St. Charles Parish desired to revise and add fees to more clearly reflect the actual cost of reproduction and/or transmission of documents as permitted by 44:32(C)(1)(a); and,

WHEREAS, Parish President, Matthew Jewell, introduced File No. 2025-0305 seeking an increase in the fee schedule for reproduction of records to a uniform \$.50 per page for reproduction or transmission of all public records, including electronic documents; and,

WHEREAS, the Council tabled File 2025-0305 and later introduced File No. 2025-0359 which adopted a sliding scale for transmittal of electronic documents with the first ten (10) pages free and a \$.50 per 100 page; maximum charges for miscellaneous electronic documents; and a \$.25 per page charge for transmittal of e-mails; and,

WHEREAS, Ordinance No. 25-12-14, File No. 2025-0359 passed on December 15, 2025, and the fee schedule was implemented on January 1, 2026; and,

WHEREAS, the Council pledged to review the new fee schedule within the year, allowing for time to document the efficacy of the new fee schedule; and,

WHEREAS, pending additional information, precedent, and/or further guidance from the state legislature, the Council desires to revisit the fee schedule and amend the fees for transmittal of electronic documents.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 2, Administration, Article I. In General, Section 2-2. Fees of the copies of documents is hereby amended with new text underlined and deleted text in strikethrough:

- (a) The parish desires to establish a uniform procedure to recover a portion of the expenses incurred in providing documents to the general public. The parish does hereby establish the following fee schedule to be used by all parish departments:

	Paper Documents (Includes paper copy, printed photocopy, photostatic copy, etc.)	Electronic Documents
Viewing documents	Free	Free
Code of Ordinances	\$200.00	Free
Code of Ordinances-Supplements	\$30.00	Free
Zoning Ordinance of 1981 - Code Book-Appendix A	\$0.50/pg. Maximum Charge \$150.00	Free
Subdivision Regulations of 1981-Code Book-Appendix C	\$0.50/pg. Maximum Charge \$150.00	Free
Bid specification packet	\$0.50/pg. or As determined in bid advertisement	0.50/pg.-or As-determined-in-bid advertisement-Free
Bid Results	\$0.50/pg.	0.50/pg. Free
Any adopted long range plan	\$50.00	Free
Budget book	\$30.00	N/A
Unaudited financial statements	\$0.50/pg. (Maximum Charge \$100.00)	Free
Audited financial statements	\$0.50/pg. (Maximum Charge \$100.00)	Free
Miscellaneous documents	\$0.50/pg.	Public Portal / 1-10/pgs - Free
Miscellaneous documents	\$0.50/pg.	Public Portal / 11-100/pgs - \$5.00 (\$5.00 per 100/pgs thereafter, Maximum Charge - \$5,000.00) Free
Miscellaneous council records generated on plotter printer, per sheet	\$5.00	N/A
E-mail Requests (terms, names and date parameters must be furnished by the requester)	\$0.50/pg.	0.25/pg.
Hardware & Other	Fee	
DVD / DVD-R 4.7 GB - per DVD	\$0.50	
DVD duplication of video recording	\$5.00	\$5.00
USB Flash Drive 8 GB - per Flash Drive	\$9.00	
USB Flash Drive 16 GB - per Flash Drive	\$10.00	
Nonsufficient fund check fee	\$30.00	

GIS-MAPS			
Size	Matte	Glossy	Laminated
8.5x11	\$2.00	\$3.00	\$4.00
8.5x14	\$3.00	\$4.00	\$5.00
11x17	\$4.00	\$5.00	\$8.00
18x24	\$8.00	\$11.00	\$17.00
26x39	\$18.00	\$25.00	\$39.00
42x60	\$44.00	\$62.00	\$97.00
Data—CD/DVD (general data, streets, parcels, etc.)			\$20.00
Custom—CD/DVD (data, extents, tables, etc.)			\$40.00
Imagery—DVD/hard-drive (hi-resolution aerial photos)			\$75.00-per-grid
			\$500.00-whole-parish-on-provided-hard-drive

The actual costs for postage shall be added to all documents which are mailed.

(b) Either the parish council or the parish president may, whenever the council or the president shall deem it of public interest, waive the charge for any photostatic copy or copies of any ordinance, motion, resolution, or other record of any proceeding of the council. The council secretary may waive the charge for copies requested by a governing body, a public official, or a parish board or agency, or public bidder.

(c) Such fees as are collected under this section shall be the property of the parish and shall be accounted for by the officer or employee receiving same. All employees providing documents to the public shall complete the required invoice for proper billing at the time services are rendered.

(d) Payments for documents using a credit card will be subject to processing fees.

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

And the ordinance was declared adopted this 24th day of August, 2026, to become effective immediately.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature] August 25, 2026
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature] August 26, 2026
AT: 10:52 am RECD BY: [Signature]

2026-0265
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF ENGINEERING AND PUBLIC WORKS)
ORDINANCE NO. 26-8-13
An ordinance approving and authorizing the execution of a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Engineers Canal Pump Station Improvements Design Refinement (Project No. P260803), in the not to exceed amount of \$1,423,978.00.

WHEREAS, St. Charles Parish desires for GIS Engineering, LLC, to take a previous design for the Engineers Canal Pump Station site in Norco and refine it to meet permit requirements, better avoid utility conflicts, and utilize the site space constraints with a new layout; and,
WHEREAS, St. Charles Parish and GIS Engineering, LLC, have mutually agreed on a not to exceed price of \$1,423,978.00 to complete the work consisting of full design of the pump station improvements, full permitting through a Coastal Use Permit and both a 404 and 408 Permit through the United States Army Corps of Engineers (USACE), and Construction Manager at Risk (CMAR) coordination; and,
WHEREAS, details on scope, schedule and compensation are described in the attached Professional Services Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, to perform engineering services for the Engineers Canal Pump Station Improvements Design Refinement (Project No. P260803), in the not to exceed amount of \$1,423,978.00, is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

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

And the ordinance was declared adopted the 24th day of August, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature] August 25, 2026
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature] August 26, 2026
AT: 10:52 am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and GIS Engineering LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Engineers Canal Pump Station Improvements Design Refinement, Parish Project No. P260803 as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

The initial terms for this Agreement shall be for a period of 5 years from the date listed above. By written mutual agreement of both parties, this Agreement can be renewed for up to, but no more than, two (2) successive one-year renewal terms, to be extended one (1) year (twelve months) at a time.

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

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

2.0 PROJECT

- 2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:
- Engineers Canal Pump Station Improvements Design Refinement
Parish Project No. P260803
- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4

If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5

For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6

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

a.

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

b.

Timesheets for all hours invoiced.

c.

Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7

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

a.

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

b.

Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

- 11.1

This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2

The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3

The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4

The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5

Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6

Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7

This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or five (5) years from the date of its execution, which ever even occurs first, unless renewed as stated in Section 1.0.

12.0 NON-APPROPRIATION CLAUSE

Notwithstanding any other provision of this AGREEMENT, if the Owner does not receive the sufficient funds to fund this AGREEMENT and other obligations of St. Charles Parish, if funds are de-appropriated, or if the Owner does not receive legal authority to expend funds from the St. Charles Parish Council, then the Owner is not obligated to make payment under this AGREEMENT.

13.0 INSURANCE

- 13.1

The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 13.2

The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 13.3

All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 13.4

CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 13.5

CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 13.6

St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 13.7

For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 13.8

Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 13.9

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

14.0 INDEMNIFICATION

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

15.0 WARRANTY

- 15.1

Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 15.2

If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 15.3

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

16.0 EXCLUSIVE JURISDICTION AND VENUE

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

17.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

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

18.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

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.

19.0 OTHER

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

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

GIS ENGINEERING LLC	ST. CHARLES PARISH
By:	By:
Name: Benjamin Malbrough	Name:
Title:	Title:
Date:	Date:

ATTACHMENT "A"

Engineers Canal Pump Station Improvements Design Refinement
Parish Project No. P260803

Project Scope:

As a result of the Master Drainage Plan, the need for a minimum of a 240 cubic feet per second (CFS) pump station in Norco was determined to achieve pumping the stormwater runoff from a 25-year storm event. The CONSULTANT is being tasked with refining a previous design to meet permit requirements, better avoid utility conflicts, and utilize the site space constraints with a new layout.

The CONSULTANT shall fully design, bid and manage the construction of a proposed pump station that can flow at least 240 cfs, current chosen flow is 320 cfs, up and over the United States Army Corps of Engineers (USACE) Spillway Levee and discharge into the Spillway. This initial Agreement will contain the scope of work for all phases but will be amended at a later date to determine schedule and compensation for work beyond final design.

The pump station capacity has been reiterated; however, this project includes a full sump capable of facilitating the existing drainage to the new pump station, a new MCC building, generator, space for a storage container and dumpster pad, all to be turned over and maintained by the OWNER. This project also includes decommissioning the existing Engineers Canal Pump Station upon proper Substantial Completion of the newly constructed pump station. The timing of this work shall be determined during the design process.

A more detailed scope is outlined below:

- Electric submersible pumps with a minimum capacity of 320 cfs total (four 80 cfs pump)
- Reinforced structural concrete sump, walls, slabs, and decking superstructure
- Cofferdam for sump construction
- 42" welded steel discharge lines and required fittings and valves
- Concrete footing/matting foundation for discharge pipes over levee
- 10' wide concrete drive over discharge pipes at levee crown
- Electrical control panel with SCADA controls
- Diesel driven generator with 3-day diesel tank and Automatic Transfer Switch (ATS)
- Assistance in obtaining the Coastal Use Permit, 404 & 408 Permits
- CMAR coordination

The CONSULTANT shall be available for any and all meetings as requested by the OWNER to expedite this design, as well as meetings with USACE, Louisiana Department of Conservation and Energy (C&E) and subconsultants.

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

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a.

Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b.

Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c.

Prepare a program of borings and other soil investigations that may be required.
- d.

Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- e.

Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f.

Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g.

Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h.

Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

- 1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- 2. Louisiana Department of Conservation and Energy (C&E) Coastal Use Permit (CUP)
- 3. U.S. Army Corps of Engineers (Section 404 and 408 permits)
- 4. LA Wildlife & Fisheries (Scenic Rivers permit)
- 5. LA Department of Health (LDH)
- 6. LA Department of Environmental Quality (LDEQ)
- 7. Cultural Resources
- 8. Railroad Permitting

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

B. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT's representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

- 1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
- 2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
- 3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- 4. Comply with Site safety programs.
- 5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
- 6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
- 7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- 10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- 12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- 13. Resident Project Representative shall not:
 - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

C. CMAR COORDINATION

CONSULTANT shall coordinate delivery of each phase contract documents (30%, 60%, 90% and 100%) to the CMAR Contractor, review cost estimates as delivered by the CMAR Contractor, and implement necessary changes to the Plans and Specifications as determined upon recommendations and concurrence with the CMAR Contractor. Necessary changes would make the project more efficient, cost effective, and/or provide a benefit to the construction schedule.

ATTACHMENT "B"

Engineers Canal Pump Station Improvements Design Refinement
Parish Project No. P260803

Project Schedule:

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

	Number of Days to Complete
Preliminary Design Phase	90
Final Design Phase (including Permitting)	240
Bid Phase	TBD
Construction Phase	TBD
Existing Station Demo	TBD

Time for Completion

- 1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
- 2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services shall be adjusted equitably.
- 3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"

Engineers Canal Pump Station Improvements Design Refinement
Parish Project No. P260803

Project Compensation:

The total compensation for the project, to be distributed between lump sum and not to exceed items, is to be \$1,423,978.00, as referenced in the ordinance and shown below by phase.

OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic design services as described in Attachment A is estimated to be \$1,272,273.00 based on the following estimated distribution of compensation:

1. 30% Design	\$339,273.00
2. 60% Design	\$424,091.00
3. 90% Design	\$339,273.00
4. 100% Design (Construction Documents)	\$169,636.00
- b. The total compensation for further design services such as bidding and construction administration as described in Attachment A is estimated to be \$TBD based on the following estimated distribution of compensation:

1. Bid Phase	\$TBD
2. Construction Phase	\$TBD

- c. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

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

- a. Coastal Use Permit \$42,065.00
- b. 408 Permit \$99,980.00
- c. CMAR Coordination \$9,660.00
- d. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- e. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- f. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

- a. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD at the hourly rate as listed in Attachment C-1.
- b. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

 ENGINEERING LLC		Attachment C-1	2026 STANDARD RATE SCHEDULE Rev 04/26
Category	Category Description	Personnel Description	Bill Rate
I	CO-OP	Student Intern	60
II	ADMINISTRATION	Administrative Assistant I	65
		Administrative Assistant II	85
		Executive Assistant	90
III	CADD	CADD Tech I	90
		CADD Tech II	105
		CADD Tech III	115
		Designer I	125
		Designer II	135
		Designer III	145
IV	SURVEYING & TECHNOLOGY	Sr. Designer	160
		Survey Technician I	60
		Survey Technician II	90
		Survey Technician III	105
		Senior Survey Technician	125
		Survey Party Chief	105
		Pilot in Command I	90
		Pilot in Command II	105
		Pilot in Command III	120
		Survey Crew (2-Man)	155
		Assistant Survey Project Manager	115
		Survey Project Manager	140
		Senior Survey Project Manager	165
		Professional Land Surveyor I	125
		Professional Land Surveyor II	145
V	CONSTRUCTION	Professional Land Surveyor III	165
		Sr. Professional Land Surveyor	190
		Survey Crew (3-Man)	215
		Project Rep I	80
		Project Rep II	95
		Project Rep III	110
		Project Rep IV	130
		Deputy Construction Manager I	105
		Deputy Construction Manager II	115
		Construction Manager I	125
VI	ENVIRONMENTAL	Construction Manager II	145
		Construction Manager III	165
		Sr. Construction Manager	185
		Env Technician	80
		Env Scientist/Biologist I	105
		Env Scientist/Biologist II	125
		Env Scientist/Project Manager III	145
VII	ENGINEERING	Env Scientist/Project Manager IV	165
		Env Scientist/Project Manager V	195
		Sr. Scientist/Manager	225
		Sr. Env Program Manager/Director	225
		Engineer Tech I	75
		Engineer Tech II	85
		Engineer Tech III	95
		Engineer Tech IV	105
		H&H Modeler/Designer	105
		Sr. H&H Modeler/Designer	170
VIII	PROJECT MANAGEMENT	Engineer Intern I	100
		Engineer Intern II	110
		Engineer Intern III	120
		Engineer Intern IV	125
		Professional Engineer I	130
IX	PROGRAM MANAGEMENT	Professional Engineer II	150
		Professional Engineer III	165
		Professional Engineer IV	190
		Sr. Professional Engineer	225
		Project Associate I / Project Controller I	105
X	PRINCIPALS	Project Associate II / Project Controller II	125
		Project Associate III / Project Controller III	135
		Deputy Project Manager I	140
		Deputy Project Manager II	150
		Project Manager I	165
		Project Manager II	180
		Project Manager III	190
		Sr. Project Manager	215
		Client Program Manager	185
		Director	205
XI		Division Manager	215
		Sr. Client Program Manager	225
		Principal	275

2026-0270
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 26-8-14

An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A. – St. Charles Parish Zoning Ordinance of 1981, Section III. – Definitions, Section VI. – Zoning district criteria and regulations, and Section VII. – Supplemental use and performance regulations, updating definitions, use regulations, and supplemental regulations for uses under the C-2 and C-3 zoning districts.

WHEREAS, in 2025 the St. Charles Parish Planning and Zoning Commission requested the Planning and Zoning Department review permitted uses in Commercial zoning districts; and,

WHEREAS, the Department was tasked with finding opportunities to consider lower impact C-3 uses as Special Permit Uses (SPU) under C-2 zoning; and,

WHEREAS, in addition to addressing the initial request the Department is recommending further revisions focused on re-organizing and streamlining the uses in the C-2 and C-3 zoning districts and related updates to the Definitions and Supplemental Use and Performance Regulations sections of the Zoning Ordinance; and,

WHEREAS, the Planning and Zoning Department recommended approval of these amendments; and,

WHEREAS, the Planning and Zoning Commission recommended approval at its regular meeting on August 6, 2026.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Zoning Ordinance of 1981, Section III. Definitions., is amended to add definitions to the list of terms in alphabetical order with new text underlined and deleted text in ~~strikethrough~~:

Animal hospital: An establishment for the care and treatment of small domestic animals. May include short-term boarding when incidental to the hospital use.

Animal shelter: A facility used to house and care for stray, homeless, abandoned, or unwanted animals and that is owned, operated, or maintained by a public body or nonprofit organization devoted to the welfare, protection, and humane treatment of animals.

Auditorium: A building or structure designed or intended for use for the gathering of people as an audience to hear music, lectures, plays, and other presentations.

Automobile fleet services: any use related to the temporary or periodical parking of operative motor vehicles. Examples include rental car facilities, overnight truck parking, and dispatch locations.

Bingo hall: A facility open to the public and used primarily for the conduct of bingo games.

Construction material sales and services: Establishments or places of business primarily engaged in retail or wholesale, from the premises, of materials used in the construction of buildings or other structures. Typical uses include building material stores and home supply establishments.

Contractor shop: An establishment used for the repair, maintenance, or storage of a contractor's vehicles, equipment, or materials, and may include the contractor's business office. May include the operating of machinery and the fabrication of building-related products.

Garden center: A place of business where retail and wholesale plant and gardening related products are sold to the consumer. These centers may include a nursery and/or greenhouses.

House of worship (religious institution): A building where persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain religious expression, together with all accessory buildings and uses customarily associated with such primary purpose.

Laboratory, support: A facility for scientific laboratory analysis of natural resources, medical resources, and manufactured materials and generally performed for an outside customer.

Machine shop: shops where lathes, presses, grinders, shapers, and other wood or metal working machines are used. May include welding, sheet metal, and plumbing shops.

Manufacturing, retail: Specialized, small-scale manufacturing of products utilizing hand tools or small mechanical or similar equipment within an enclosed building. Products typically made to order and sold directly to consumers. Does not include bulk manufacturing operations.

Microbrewery: A facility for the production and packaging of malt beverages of low alcoholic content for distribution, retail, or wholesale, on or off premise. May include other uses such as a restaurant or bar.

Office park: A development of land, used primarily for business, office, and other related and ancillary uses, under unified control, that is planned and developed as a whole operation or programmed series of development stages. Should incorporate design standards with attention to traffic circulation, parking, aesthetics, screening and landscaping.

Recreational facility, commercial: Recreation facilities operated as a business and open to the general public for a fee. Includes, but not limited to, skating rinks, splash pads, miniature golf, batting cages, arcades, bowling alleys, and swimming pools.

Religious institution: A building where persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain religious expression, together with all accessory buildings and uses customarily associated with such primary purpose.

Stadium: A large building with tiers of seats for spectators at sporting or other major events.

Warehouse: A use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment.

Wholesale establishment: An establishment or place of business primarily engaged in selling and/or distributing merchandise to retailers or other firms for resale; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

SECTION II. The St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., C. Commercial districts: [III.] C-2 General commercial district – Retail sales: 1. Use Regulations:, is amended with new text underlined and deleted text in ~~strikethrough~~:

1. Use Regulations:
- a. A building or land shall be used for the following purposes:
- (1) All uses allowed in C-1 District.
- (2) Retail sales (except auto and mobile home sales), usage, and storage
- (3) Hotels; ~~or motels and apartment hotels~~
- (4) [Repealed by Ord. No. 92-9-14, 9-8-92.]
- (5) Restaurants (including drive-in restaurants) and cafeterias. ~~Specific land use requirements for restaurants serving alcoholic beverages are contained in subsection III.69. of these regulations, with further details contained within Chapter 3 of the St. Charles Parish Code of Ordinances, in accordance with Section VII, Supplemental Use and Performance Regulations.~~
- (6) Animal hospitals where all animals are kept inside the building
- (7) Gas/Service stations
- (8) ~~Commercial recreation~~ Recreational facilities, commercial
- (9) ~~Commercial greenhouses and nurseries~~ Garden centers
- (10) ~~Commercial schools~~ Schools (business, industrial, or trade)
- (11) ~~Day care center, child~~ Shops not to exceed two thousand five hundred (2,500) square feet of floor area for the repair and servicing of the following:
bicycles
radios
televisions
stereos and recorders
household appliances
locksmith
typewriters
other similar uses
- (12) ~~Personal service establishment~~ Shops not to exceed two thousand five hundred (2,500) square feet of floor area may also include the following uses:
dressmakers
millinery
tailors
baking goods sales
laundry and dry cleaners
theatres (but not the drive-in type)
- (13) ~~Laboratories~~
- (13) Customary accessory uses incidental to the above uses when located on the same lot
- (15) ~~Funeral homes (provided that a petition of no objection signed by a majority of property owners within a three hundred foot radius of the site and one hundred (100) percent of the property owners on the same street within the same block be filed with the Planning Zoning Department~~
- (16) ~~Cemeteries and mausoleums, provided however that such uses shall be located on sites of at least twenty (20) acres, all graves shall be set back at least fifty (50) feet from all property lines, shall have a minimum street frontage of one hundred (100) feet and a fence or screen planting six (6) feet high shall be provided along all property lines adjoining all districts.~~
- (14) Other uses of similar intensity.
- (15) Mini-storage facilities (self-storage facilities) (limited to one-story construction in C-2 district): in accordance with Section VII, Supplemental Use and Performance Regulations.
- (16) Historic home site bed and breakfast.
- b. Special exception uses and structures include the following:
- (1) Dwelling units contained within the office building
- (2) Reserved
- (3) Reserved
- (4) Churches

- (5) ~~Movie theaters~~
- (6)(1) Temporary on-site construction buildings for a period of one (1) year upon approval of the Planning Director.
- c. Special permit uses and structures include the following:
- (1) R-1A and R-1B uses upon review and approval by the Planning Commission.
- (2) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.
- (3) ~~Office buildings for gaming operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council. Religious institutions~~
- (4) ~~Automobile sales and minor automotive repair. Automobile sales and service on designated federal and state highways; body repair activities being strictly prohibited in the C-2 zoning district. Automobile/vehicle dealerships on designated federal and state highways.~~
- (5) ~~Heating and air conditioning service. Automotive repair, minor on designated federal and state highways.~~
- (6) ~~Sheet metal shops Contractor shops in accordance with Section VII, Supplemental Use and Performance Regulations.~~
- (7) ~~Plumbing shops. Laboratory, support~~
- (8) ~~Farmers' Green markets on hard-surfaced public collector or arterial streets, upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.~~
- (9) Bingo halls, video bingo parlors, and off-track betting establishments upon review of the planning commission and ordinance of the St. Charles Parish Council.
- (10) Movie theaters
- (11) Cemeteries and mausoleums in accordance with Section VII, Supplemental Use and Performance Regulations.
- (12) Funeral homes

SECTION III. The St. Charles Parish Zoning Ordinance of 1981, Section VI. – Zoning district criteria and regulations., C. Commercial districts, [IV.] C-3. Highway commercial district – Wholesale and retail sales, 1. Use Regulations., is amended with new text underlined and deleted text in ~~strikethrough~~:

1. Use Regulations:
- a. A building or land shall be used for the following purposes.
- (1) All uses allowed in the C-2 District.
- (2) ~~Commercial auditoriums Auditoriums, coliseums stadiums, or convention halls and similar establishments for high-capacity assembly.~~
- (3) ~~Retail manufacturing Manufacturing, retail~~
- (4) ~~Automobile sales and service Automobile/vehicle dealership~~
- (5) Wholesale uses establishments
- (6) Warehouses (less than 10,000 sq. ft.)
- (7) Bus, railroad, and/or passenger and Truck terminals ~~(without video poker gaming facilities)~~
- (8) ~~Bottling works Truck terminals (without video poker gaming facilities)~~
- (9) ~~Dog pound Animal shelter~~
- (10) ~~Building supply Construction material sales and services~~
- (11) ~~Heating and air conditioning service Contractor shops~~
- (12) ~~Plumbing shops Laboratory, support~~
- (13) Automotive repair, minor and major
- (14) ~~Glass installation~~
- (15)(14) ~~Fabrication of gaskets and packing of soft metal material Machine shops~~
- (16) ~~Creameries~~
- (17) ~~Parcel delivery service~~
- (18)(15) ~~Reserved. Office parks~~
- (19) ~~Frozen food lockers~~
- (20)(16) ~~Public stables Stable, public~~
- (21) Bulk dairy products ~~(retail)~~
- (22) Animal hospitals
- (23) Gymnasiums
- (24) Sheet metal shops.
- (25) ~~Upholstery~~
- (26)(17) Other uses of similar intensity
- (27)(18) Customary accessory uses incidental to the above uses when located on the same lot.
- b. Special exception uses and structures:
- (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.
- c. Special permit uses and structures include the following:
- (1) ~~Alcohol beverage sales, on-premises (primary activity) Barrooms, night clubs, lounges, and dancehalls~~ upon review and approval by the Planning Commission and supporting resolution of the Council.
- (2) R-1A and R-1B uses upon review and approval by the Planning Commission.
- (3) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.
- (4) ~~Reserved. Microbrewery upon review and approval by the Planning Commission and supporting resolution of the Council.~~
- (5) Cellular installations and PCS (personal communication service) installations.
- (6) Reserved. (Ord. No. 01-5-18, § III, 5-21-01)
- (7) Warehouses (non-hazardous materials) over ten thousand (10,000) square feet.
- (8) ~~Farmers' Green markets on hard-surfaced public collector or arterial streets, upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.~~
- (9) Bingo Halls, Video Bingo Parlors, and Off-Track Betting Establishments upon review of the Planning Commission and Ordinance of the Parish Council.
- (10) Outdoor storage, when accessory to an otherwise permitted use in the district.
- (11) ~~Automobile Fleet Services upon review and approval by the Planning Commission and supporting resolution of the Council. Examples include rental car facilities, overnight truck parking, dispatch locations, and any use related to the temporary or periodical parking of operative motor vehicles.~~
- (12) Cemeteries and mausoleums in accordance with Section VII, Supplemental Use and Performance Regulations.
- (13) Funeral homes

SECTION IV. The St. Charles Parish Zoning Ordinance of 1981, Section VI. – Zoning district criteria and regulations., C. Commercial districts, [IV.] C-3. Highway commercial district – Wholesale and retail sales, 4. Special Provisions., is amended with new text underlined:

- b. All operations such as contractor or machine shops utilizing accessory manufacturing/assembly must be conducted within fully enclosed buildings and must not be noxious or offensive by reason of emission of smoke, dust, gas, fumes, odor, noise, light, glare, or vibration perceptible beyond the confines of the building.

SECTION V. The St. Charles Parish Zoning Ordinance of 1981, Section VII. – Supplemental use and performance regulations., is amended with new text underlined:

1. The following uses are subject to the regulations set forth herein:

Cemeteries and mausoleums.

- a. In O-L zoning districts
- i. Shall have a minimum street frontage of one hundred (100) feet.
- ii. Shall have a fence or screen planting six (6) feet high along all property lines adjoining all districts.
- b. In the C-2 and C-3 zoning districts
- i. Shall have a minimum street frontage of one hundred (100) feet.
- ii. Shall consist of at least twenty (20) acres.
- iii. All graves shall be set back at least fifty (50) feet from all property lines.
- iv. Shall have a fence or screen planting six (6) feet high along all property lines adjoining all districts.

Contractor's shops

- a. Applicability. The following applies to contractor's shops permitted as Special Permit Uses in the C-2, General Commercial District.
- b. Design and development standards for contractor's offices and shops.
- i. Business activities must be conducted within fully enclosed buildings.
- ii. Building facades facing a public right-of-way must include variations in materials, color, transparency, and architectural features.
- iii. Use of roll-up doors must be prioritized along the sides and rear of a building.
- iv. Operations must not be noxious or offensive by reason of emission of smoke, dust, gas, fumes, odor, noise, light, glare, or vibration perceptible beyond the confines of the building.
- v. Outdoor storage is prohibited.

Mini-storage facilities.

- a. Limited to one-story construction in the C-2 Zoning District and when adjacent to R-1A, R-1B, R-1A(M), or R-2 all other zoning districts.
- b. Accessory outdoor/unenclosed storage is subject to outdoor storage requirements of the zoning districts where this use is permitted (i.e. prohibited in C-2 zoning districts, SPU in C-3 zoning districts).

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

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

And the ordinance was declared adopted this 24th day of August, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: Matthew Jewell
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED: Matthew Jewell DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: August 26, 2026
AT: 10:52am REC'D BY: [Signature]

2026-0271
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 26-8-15

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Section XX. Flood damage prevention, to reestablish the effective "Flood Insurance Study for the Parish of St. Charles" and accompanying Flood Insurance Rate Maps revised June 16, 1992, for the purpose of determining minimum building elevations for development within Sunset Drainage District and to add 0 feet NAVD88 as the lowest permitted elevation.

WHEREAS, Ordinance 92-4-23 adopted the effective Flood Insurance Study and Flood Insurance Rate Maps for St. Charles Parish, which identified the Sunset Drainage District as a X-shaded zone; and,

WHEREAS, Ordinance 13-7-7 requires that "for the purpose of determining minimum building elevations, the Preliminary Digital Flood Insurance Rates Maps (DFIRM) referred to in *The Flood Insurance Study for the Parish of St. Charles*, stamped Revised Preliminary November 9, 2012, shall take precedent over the effective FIRMs where they are more restrictive"; and,

WHEREAS, this Preliminary Flood Insurance Rate Map is a higher regulatory standard than the National Flood Insurance Program requires; and,

WHEREAS, this higher regulatory standard makes the minimum building elevation in some existing neighborhoods of the Sunset Drainage District as high as 10 feet above the ground; and,

WHEREAS, since 2013, the St. Charles Parish Board of Zoning Adjustment has granted 207 variances from this higher regulatory standard in the Sunset Drainage District; and,

WHEREAS, there are approximately 150 vacant lots in existing subdivisions or family plots within Sunset Drainage District that are suitable for in-fill development of houses and mobile homes; and,

WHEREAS, if the higher regulatory standard remains, developers of these lots are likely to seek variances; and,

WHEREAS, the concentration of variances that have already been issued shows that the higher regulatory standard has not caused buildings to be built to 6, 7, or 8 ft. NAVD88 (which can be 8, 9, 10 ft. above the ground); and,

WHEREAS, the Planning and Zoning Department recommends that primary structures should not be built or placed below 0 ft. NAVD88 as a general, parish wide standard; and,

WHEREAS, the St. Charles Parish Council wishes to remove the higher regulatory standard of the Preliminary DFIRM from the Sunset Drainage District without creating a situation in which buildings will be permitted to be built below 0 ft. NAVD88.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The St. Charles Parish Zoning Ordinance of 1981, Section XX, Flood Damage Prevention. C. General Provisions 2. is hereby amended as follows with new text underlined and deleted text in ~~strikethrough~~

2. Basis for Establishing Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for the Parish of St. Charles," stamped preliminary June 27, 1991, with accompanying Flood Insurance Rate Maps is hereby adopted by reference and declared to be a part of this section. The Flood Insurance Study is on file at the St. Charles Parish Courthouse, River Road, Hahnville, Louisiana. In addition, for the purpose of determining minimum building elevations, the Preliminary Digital Flood Insurance Rates Maps (DFIRM) referred to in "The Flood Insurance Study for the Parish of St. Charles," stamped Revised Preliminary November 9, 2012, shall take precedent over the effective FIRMS in all areas where they are more restrictive, ~~except within the area of the Sunset Drainage District, delineated in Chapter 7, Sec. 7-24.~~

SECTION II. The St. Charles Parish Zoning Ordinance of 1981, Section XX, Flood Damage Prevention. E. Provisions for Flood Hazard Reduction 2. is hereby amended as follows with new text underlined and deleted text in ~~strikethrough~~

2. Specific Standards: In all areas designated as "X" Zones on the Federal Insurance Rate Map (FIRM) for St. Charles Parish, all buildings or structures shall be elevated so that the top of the lowest floor, or the lowest portion of the structural members of the lowest floor for mobile homes are located at least twelve (12) inches above the center line of the nearest street right-of-way and also no lower than 0 ft. NAVD88. In all areas of special flood hazard where base flood elevations have been provided as set forth in section C.2. or in section D.4.h., the following standards are required:

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

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

And the ordinance was declared adopted this 24th day of August, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: Matthew Jewell
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED: Matthew Jewell DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: August 26, 2026
AT: 10:52am RECD BY: [Signature]

2026-0272
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 26-8-16
An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with St. Charles Parish Public Schools for use of certain property adjacent to Norco Elementary School.

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides in part that, "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, St. Charles Parish has an Easement from the Department of Army for an Access Road, Up Ramp, Single Lane Vehicle Carrying Bridge, 2 Pedestrian Bridges and a Parking Area adjacent to the Norco Elementary School located in the Bonnet Carre Spillway Project, Tract No. 120, Section 4 Township 12 South, Range 8 East, St. Charles Parish, Norco, Louisiana; and,

WHEREAS, St. Charles Parish uses its manpower to maintain said property including parking lot maintenance, grass cutting, landscaping, fencing, repairs, debris removal, and all walking bridges and general upkeep; and,

WHEREAS, said the St. Charles Parish Public Schools utilizes this above property for additional parking for its staff and parents, in addition to being used as a path for bus and vehicle drop offs during take in and dismissal.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Council hereby approves the attached Cooperative Endeavor Agreement with St. Charles Parish Public Schools for use of property shown on Exhibit A of the Agreement which said property is located adjacent to Norco Elementary School as shown on Exhibit A to the Cooperative Endeavor Agreement.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of St. Charles Parish, along with any other documents or instruments necessary to carry out the intent of this Ordinance.

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

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

And the ordinance was declared adopted this 24th day of August, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Depastab
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: August 26, 2026
AT: 10:52am RECD BY: [Signature]

COOPERATIVE ENDEAVOR AGREEMENT
BY ST. CHARLES PARISH AND
ST. CHARLES PARISH PUBLIC SCHOOLS

This Agreement made and entered into on this _____ day of _____, 2026, by and between the following Parties:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its President, duly authorized pursuant to Ordinance No. 26-6-16 adopted by the St. Charles Parish Council on the 24th day of August, 2026, a certified copy of which is attached hereto and made a part hereof, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter referred to as the PARISH; and

ST. CHARLES PARISH PUBLIC SCHOOLS, a political subdivision of the State of Louisiana, herein represented by, its Superintendent, Ken Oertling, Ed.D., duly authorized pursuant to Resolution No. _____ of the St. Charles Parish School Board, on the _____ day of _____, 2026, and whose mailing address is 13855 River Road, Luling, Louisiana, 70070, hereinafter referred to as SCHOOL BOARD.

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides in part that, "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, St. Charles Parish has an Easement from the Department of Army for an Access Road, Up Ramp, Single Lane Vehicle Carrying Bridge, 2 Pedestrian Bridges and a Parking Area adjacent to the Norco Elementary School located in the Bonnet Carre Spillway Project, Tract No. 120, Section 4 Township 12 South, Range 8 East, St. Charles Parish, Norco, Louisiana; and

WHEREAS, the term of said Easement is for twenty-five (25) years commencing on February 11, 2016, and expires on February 10, 2041; and

WHEREAS, St. Charles Parish uses its manpower to maintain said property including parking lot maintenance, grass cutting, landscaping, fencing, repairs, debris removal, and all walking bridges and general upkeep;

WHEREAS, said the St. Charles Parish Public Schools utilizes this above property for additional parking for its staff and parents, in addition to being used as a path for bus and vehicle drop offs during take in and dismissal; and

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

1. **TERM.** The PARISH hereby grants to the SCHOOL BOARD the free use and enjoyment of the property described above and more fully shown on Exhibit A and depicted in pink, attached hereto and made a part hereof, commencing on the date of execution of this Cooperative Endeavor Agreement and ending on February 10, 2041.
2. In consideration of the use of the property as outlined in the attached Exhibit A, the SCHOOL BOARD shall be responsible for all maintenance and upkeep of said property including but not limited to grass cutting, maintaining the gravel parking area, landscaping, fencing, and all walking bridges and general upkeep of the entire property.
3. **INDEMNIFICATION.** To the fullest extent allowed by law, the SCHOOL BOARD shall defend, indemnify and hold the PARISH, its officers, agents and employees, harmless from and against any and all claims, suits, liabilities, losses, expenses, liens, costs, demands, and causes of action of every kind and character including those of PARISH, its agents and employees for death, bodily injury, personal injury, damage or destruction of real or personal property, including costs, attorneys' fees and settlements arising out of or in any way connected with the negligent of the use of the subject property, by any negligent act or omission, whether performed under this Agreement, by any negligent act or omission, whether performed by the SCHOOL BOARD or any other person, agent, employee, invitee or licensee of the SCHOOL BOARD, whether resulting from or contributed to by the negligence in any form by its officers, agents or employees whether active or passive. Both parties agree that the provisions and limitation of La. R.S. 9:2780.1 and 38:2195 apply and are guiding when construing this Agreement. The insurance required to be maintained under this Agreement by the SCHOOL BOARD shall insure the performance of this indemnification as set forth herein, but nothing in the insurance shall in anywise limit the indemnification provided for hereunder. The SCHOOL BOARD shall pay all reasonable legal fees and costs incurred by the PARISH under this Agreement to enforcing indemnification articulated under this Section.
4. **INSURANCE.** The SCHOOL BOARD shall secure and maintain at his expense such insurance that will protect it and the PARISH, from claims for bodily injury, death or property damage which may arise from the use of the property in an amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
 - a. All certificates of insurance SHALL BE FURNISHED TO THE PARISH and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the PARISH. The PARISH may examine the policies.
 - b. St Charles Parish shall be named as an additional insured on general liability insurance policies.
5. **TERMINATION.** This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
6. **PLEDGE OF COOPERATION.** The parties hereto pledge their cooperation in complying with the terms of this Agreement.

7. **SEVERABILITY.** In the event any one or more provisions of this Agreement is for any reasons held to be illegal or invalid, the illegality or invalidity shall not affect any other provisions hereof, but, the Agreement shall be construed and enforced as if such illegal or invalid provision enacted after the date of this Agreement, that validates or makes legal any provision hereof shall be deemed to apply hereto.

WITNESSES:

[Signature]
[Signature]

ST. CHARLES PARISH

BY: Matthew Jewell
MATTHEW JEWELL,
PRESIDENT

ST. CHARLES PARISH PUBLIC SCHOOLS

BY: _____
KEN OERTLING, ED.D.,
SUPERINTENDENT



2026-0264
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6923
A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish Government regarding the construction of the Upper Barataria Risk Reduction Cousins Pump Station T-Wall (BA-0280) project in Luling.

WHEREAS, the Cousins Pump Station T-Wall 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 2027 Annual Plan as a key component of the Upper Barataria Risk Reduction System Program; and,

WHEREAS, the CPRA allocated \$2,500,000.00 in funding under the Fiscal Year 2020 Gulf of America Energy Security Act (GOAESA) allocation, formerly known as Gulf of Mexico Energy Security Act (GOMESA), and \$3,500,000.00 in funding under the Fiscal Year 2023 GOAESA allocation and \$4,626,806.00 in funding under the Fiscal Year 2024 GOAESA allocation and \$6,073,194.00 in funding under the Fiscal Year 2026 GOAESA allocation 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 approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish for funding to complete the Upper Barataria Risk Reduction Cousins Pump Station T-Wall 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'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 24th day of August, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Depastab
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: August 26, 2026
AT: 10:52am 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 BASIN RISK REDUCTION –
COUSINS PUMP STATION T-WALL

PROJECT NO. BA-0280

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”) represented by its duly authorized 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)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, 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 Article II of its Home Rule Charter, 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 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 BASIN RISK REDUCTION (“UBBRR”) – COUSINS PUMP STATION T-WALL PROJECT (hereinafter referred to as the “PROJECT”); and

WHEREAS, the PROJECT is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act of 2006 (“GOMESA”) (Title I of Division C of Pub. L. 109-432; 43 U.S.C. § 1331, *et seq.*; 120 Stat. 3000), 30 C.F.R. Part 1219, as amended; Louisiana Constitution Article VII, Sections 9(B), 10.1, and 10.2; and La. R.S. 49:214.5.4(E); and

WHEREAS, this AGREEMENT contemplates that in the future that GOMESA may be referred to as the Gulf of America Energy Security Act (“GOAESA”), *see* Exec. Order No. 14172, 90 Fed. Reg. 8629 (Jan. 20, 2025) (“Restoring Names That Honor American Greatness”) and JML 25-027 (Mar. 13, 2025) (“The Gulf of America”), and it is inferred that GOMESA and GOAESA are synonymous for the purposes of this AGREEMENT; 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 LOCAL shall be solely responsible for the O&M of the PROJECT, including any required mitigation associated therewith; 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 provide continuous protection across the discharge pipe section of the existing Cousins Pump Station through the construction of a T-Wall.

B. IDENTIFICATION

For the purpose of administration, identification, and record keeping, State Project Number BA-0280 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 a T-Wall across the discharge pipe section of the existing Cousins Pump Station, construct an access road gate to allow for access to the flood side of the levee system, relocate and extend existing discharge pipes to pass through the T-Wall, and expand the existing intake canal.

The scope of work for the PROJECT shall be consistent with ARTICLE III (“PROJECT RESPONSIBILITY”), and as identified in ATTACHMENT A (“SCOPE OF WORK”) which shall be attached hereto, incorporated herein, and made part of this AGREEMENT.

ARTICLE III
PROJECT RESPONSIBILITY

A. CPRA PROJECT RESPONSIBILITY

- Provide funding to LOCAL in accordance with the terms and conditions of this AGREEMENT for the construction of the PROJECT.
- Provide appropriate CPRA personnel for consultation, as necessary.
- Provide access to relevant construction resources, as necessary.
- Review and approve design criteria developed by LOCAL.

- 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.
- If requested by CPRA, review and approve any Notice to Proceed (“NTP”) for work pertaining to the PROJECT.
- 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.
- 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.
- 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.
- If Value Engineering is requested by either PARTY, review and approve all cost savings resulting from Value Engineering.
- Issue written authorization prior to advertisement of the PROJECT, or any phase thereof, for public bid.
- 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.
- Provide appropriate CPRA personnel for consultation to LOCAL in the development of the O&M PLAN.
- Review and approve the O&M PLAN for the PROJECT.
- Attend pre-bid conference, if requested by either PARTY.
- Attend the pre-construction meeting and bi-weekly construction progress meetings, if requested by either PARTY.
- Attend the final inspection upon completion of the PROJECT.

B. LOCAL PROJECT RESPONSIBILITY

- 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.
 - 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, and any approval by CPRA shall be construed solely as acknowledgment thereof. LOCAL shall be responsible for submitting complete and accurate documentation.
 - 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.
 - 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.
 - 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.
 - 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. 38:2225.7(B), as applicable.
- Perform and/or contract to perform the management and oversight of work for the PROJECT, in accordance with the following:
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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**.
- C. Notwithstanding any other provision of this **AGREEMENT**, **CPRA**'s consultation, provision of resources or personnel, review, attendance at meetings or inspections, consideration of, comments on, revisions to or revised versions of, approval, authorization, inspection, verification, or any other action in relation to any design documents, plans, specifications, LERRDS requirements or property rights, letters of no objection, **SERVICES CONTRACT DOCUMENTS**, **CONSTRUCTION CONTRACT DOCUMENTS** or **CONSTRUCTION CONTRACT AWARD**, bids, change orders, NTP, construction progress or other status reports, expenditures, invoices, payments, services, construction, **O&M PLAN**, or any other work or documentation shall not be construed as any acceptance or assumption of any liability whatsoever arising therefrom or from any deficiencies or defects therein, whether hidden or apparent.

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 \$16,700,000.00 for the construction of the PROJECT from qualified revenues generated from Outer Continental Shelf oil and gas activity provided to CPRA under GOMESA (hereinafter referred to as the "PROJECT FUNDS"). The PROJECT FUNDS available to LOCAL for the construction of the PROJECT are as follows: \$2,500,000.00 in Fiscal Year 2020 GOMESA funds, \$3,500,000.00 in Fiscal Year 2023 GOMESA funds, \$4,626,806.00 in Fiscal Year 2024 GOMESA fund, and \$6,073,194.00 in Fiscal Year 2026 GOMESA 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 \$16,700,000.00 shall be the sole responsibility of LOCAL. LOCAL will be paid up to an amount not to exceed a maximum of \$16,700,000.00, 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 \$16,700,000.00 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 eligible for payment by CPRA under this AGREEMENT.
 - 4. Any costs associated with retaining an engineer of record for the PROJECT are eligible 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 eligible 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.
- 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.
- 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 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, including, but not limited to, assurance that all documentation shall be sufficient to meet any requirements set by the federal government, and the U.S. Department of the Interior's ("DOI") regulations relative to the PROJECT FUNDS at 30 C.F.R. Part 1219, as amended. LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall act in good faith to supply CPRA and/or the DOI 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 DOI's Office of the Inspector General ("DOI OIG"), the U.S. Government Accountability Office ("GAO"), the Louisiana State Inspector General, and 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 DOI OIG, the GAO, 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 DOI OIG, the GAO, 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 (42 U.S.C. § 2000d *et seq.* and § 2000e *et seq.*), as amended by the Equal Employment Opportunity Act of 1972 (Pub. L. 92-261); Section 504 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. § 793); the Vietnam Era Veteran’s Readjustment Assistance Act of 1974 (“VEVRAA”) (38 U.S.C. § 793); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); the Age Discrimination Act of 1975 (“ADEA”), as amended (42 U.S.C. § 6101 *et seq.*), and the requirements of the Americans with Disabilities Act of 1990 (“ADA”), as amended (42 U.S.C. § 12101 *et seq.*), 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: (i) GOMESA, (ii) 30 C.F.R. Part 1219, as amended, (iii) I.a. R.S. 49:214.5.4(E), and (iv) 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, to the extent arising out of any negligent act or omission by, any intentional and wrongful act or omission by, any other legal fault including, but not limited to, strict liability of, or any breach of any law, regulation, ordinance, or term of this **AGREEMENT** by **LOCAL**, or its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or 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*, *ex 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, 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** or its officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or other persons under its control.

C. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against **CPRA** or the St ate of Louisiana, 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, by or arising out of any intellectual property provided by **LOCAL** or its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or other persons under its control.

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 therefor. 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 and the release of funds to the state from the federal government. 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 by the federal government, 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

- 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 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. 24:523.1, 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: https://www.la.gov/report-fraud
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.

LOCAL and all of its consultant(s), contractor(s), and/or subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. **LOCAL** and each of its consultant(s), contractor(s), and subcontractor(s) shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. **LOCAL** shall also complete a Certification Regarding Lobbying as provided in **ATTACHMENT D** to this **AGREEMENT**.

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) Shall comply with the provision of the Hatch Act (5 U.S.C. § 1501, *et seq.*), as applicable, 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 70057
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 *July 1, 2026*, and terminating on *June 30, 2029*, 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.

COASTAL PROTECTION AND RESTORATION AUTHORITY

By:

Signed by:
Michael Hare
7A30D4802FCF412...

MICHAEL HARE, EXECUTIVE DIRECTOR

Date: 7/24/2026 | 9:22 AM CDT

ST. CHARLES PARISH GOVERNMENT

By:

Designated by:
Matthew Jewell
85AABEC077E4D3...

MATTHEW JEWELL, PARISH PRESIDENT

Date: 7/24/2026 | 7:35 AM PDT

72-6001208

Federal Identification Number (FIN)

CE2LL5ZHWYTK6

Unique Entity Identification (UEI)

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: 7/24/2026 | 9:22 AM CDT

Signed by:
Michael Hare
7A30D4802FCF412...
MICHAEL HARE, EXECUTIVE DIRECTOR
COASTAL PROTECTION AND RESTORATION AUTHORITY

ATTACHMENT A
SCOPE OF WORK

Upper Barataria Basin Risk Reduction – Cousins Pump Station T-Wall
Project Scope

Introduction

St. Charles Parish Government (“SCPG”) will construct the Upper Barataria Basin Risk Reduction (“UBRR”) – Cousins Pump Station T-Wall Project (“Project”), Project No. BA-0280, which will consist of pump station frontal protection, an access road gate, additional t-wall and sewer relocation, intake basin improvements, and an access culvert crossing.

Pump Station Frontal Protection

The proposed T-Wall frontal protection will provide continuous protection across the discharge pipe section of the existing Cousins Pump Station. This area is a current low point in the St. Charles Ellington Levee System. The T-Wall will be built to elevation 16.5-feet offering one (1) foot of structural superiority over the proposed final levee elevation of 15.5-feet following the U.S. Army Corps of Engineers (“USACE”) and CPRA design criteria. As part of this structure, the discharge pipes for the Cousins Pump Station will be extended to pass through the T-Wall. Butterfly valves and flap gates will be installed on the pipe extensions for backflow prevention. A valve access platform will be installed over the discharge piping for remote and bypass operation of the butterfly valves. Area lighting will be included as part of this work.

The access road will need to allow for low clearance vehicles to reach the flood side of the levee system. This, along with the proximity of the existing pump station to the access road, necessitates the need for a gate structure as an earthen ramp will no longer be feasible at the final levee height of 15.5-feet. A 25-foot clear opening will allow for the passage of marsh buggy vehicles. The gate structure will be built to the same protection elevation of 16.5-feet as the adjacent frontal protection T-Wall.

There are five (5) sewer force mains that cross the proposed Cousins Pump Station frontal protection. The force main furthest to the west will be sent through the frontal protection T-Wall. The remaining four (4) lines will be relocated, beginning on the north side of the levee drainage canal at Rathborne Park, in order to facilitate the installation of a new box culvert in the canal (see next section). The T-Wall will be extended on the east side of the access road gate structure to facilitate passing the relocated sewer lines through the T-Wall pursuant to the USACE’s standard details. This extension will keep the sewer lines out of the roadway, should the sewer lines need to be accessed in the future, and will allow for making the 90-degree turn back north before transitioning back to the earthen levee parallel to the access road.

Intake Basin Improvements and Access Culvert Crossing

To provide more sump storage capacity for the Cousins Pump Station, the intake canal will be expanded. From the west, the Blouin Canal’s north bank will be diverted northeast along the SCPG’s existing right-of-way. From the north, the Cousins Canal will be widened using a 7.5-degree flare towards the station. The flare will begin south of the Enlink Pipeline corridor where it crosses the Cousins Canal and will continue to where it meets the new north bank of the Blouin Canal. The Cousins Canal widening will include a 25-foot buffer zone on the north/west side for SCPG access. This sump expansion will result in 41 acre-ft of additional stormwater storage volume. In order to minimize construction impacts on local roads, excavated material from this expansion will be placed and stored along the Blouin Canal between the Kellogg Pump Station and the Enlink Pipeline Corridor for future use by the Parish. A precast concrete panel crossing and access road will be built along the Blouin Canal bank to facilitate transport of material.

The existing 4-foot x 10-foot box culvert crossing under Texaco Road to the northeast of Cousins Pump Station will be replaced with at least a 10-foot x 8-foot box culvert to allow for better flow equalization between the Willowridge Pump Station and the Cousins Pump Station. For maintenance and construction access an additional minimum 2-barrel 10-foot x 8-foot box culvert will be installed in the Blouin Canal to the west of Cousins Pump Station upstream of the proposed widening limits. Once completed, these sump and culvert improvements will provide better flow to the Cousins Pump Station as well as allow for better flow to and from the adjacent Kellogg Pump Station and Willowridge Pump Station offering more redundancy to the drainage system.

Engineering Services

Coordinate engineering efforts for the relocation of the sewer lines through the floodwall, including layout and structural detailing of the sheetpile penetration, and other engineering regarding the sewer lines.

Perform calculation checks on the T-Wall that has been previously designed using updated design criteria from the USACE. The USACE’s new numbers change all controlling parameters of the T-Wall design including Still Water, Wave Height, and Wave Period. These engineering checks will ensure that the wall is designed with a proper factor of safety per Hurricane and Storm Damage Risk Reduction System (HSDRRS) standards.

ATTACHMENT B
PROJECT BUDGET ESTIMATE

Upper Barataria Basin Risk Reduction – Cousins Pump Station T-Wall Project Budget Estimate	
Pump Station Frontal Protection	\$ 16,503,436.00
Intake Basin Improvements and Access Culvert Crossing	\$ 3,375,032.00
Construction Contingency (10%)	\$ 1,987,847.00
Engineering Services	\$ 2,307,437.50
TOTAL*	\$ 24,173,752.50

* The Coastal Protection and Restoration Authority (CPRA) shall provide to St. Charles Parish Government (SCPG), a maximum of \$16,700,000.00 for the construction of the Upper Barataria Basin Risk Reduction (UBRR) – Cousins Pump Station T-Wall (Project). Any additional funds required for completion of the Project in excess of the maximum Project cost of \$16,700,000.00 shall be the sole responsibility of SCPG.

ATTACHMENT C
CERTIFIED MONITORING REPORT

CONTRACT NO. _____

Date: _____

Local: _____

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:
- Nature of problems encountered.
 - Remedial action taken or planned.
 - Whether minimum criteria for measure can still be met.
 - Likely impact upon achievement.

III. RECORD OF INVOICES:

Invoice Number	Vendor Name	Cost Code*	Amount
Total:			

* 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: _____ Date _____
CPRA Project Manager (Optional) (Printed Name)

Approved By: _____ Date _____
CPRA Contract Monitor (Printed Name)

ATTACHMENT D
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: 7/24/2026 | 7:35 AM PDT
DocuSigned by:
Matthew Jewell
65A8BC9F7E493...
MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH GOVERNMENT



Certificate Of Completion		
Envelope ID: A8690D88-B8A3-8901-814A-600F545B27CA		Status: Completed
Subject: Complete With DocuSign: IGA BA-0280 UBBRR Cousins Pump Station		
Source Envelope:		
Document Pages: 35	Signatures: 2	Envelope Originator:
Certificate Pages: 3	Initials: 0	Ashley Plunkett
AutoNav: Enabled		Ashley.Plunkett2@LA.GOV
Enveloped Stamping: Enabled		IP Address: 136.226.12.184
Time Zone: (UTC-06:00) Central Time (US & Canada)		
Record Tracking		
Status: Original	Holder: Ashley Plunkett	Location: DocuSign
7/24/2026 9:24:25 AM	Ashley.Plunkett2@LA.GOV	
Signer Events		
Matthew Jewell mj@stcharlesgov.net Parish President, St. Charles Parish Security Level: Email, Account Authentication (None)	Signature DocuSigned by: Matthew Jewell 65A8BC9F7E493... Signature Adoption: Pre-selected Style Using IP Address: 174.218.195.130 Signed using mobile	Timestamp Sent: 7/24/2026 9:27:31 AM Viewed: 7/24/2026 9:34:11 AM Signed: 7/24/2026 9:35:57 AM
Electronic Record and Signature Disclosure: Accepted: 7/24/2026 9:34:11 AM ID: fba7672-95ca-417a-ac0b-589d3d54ae64		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2026 9:27:31 AM
Certified Delivered	Security Checked	7/24/2026 9:34:11 AM
Signing Complete	Security Checked	7/24/2026 9:35:57 AM
Completed	Security Checked	7/24/2026 9:35:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 11/4/2025 12:19:03 PM
Parties agreed to: Matthew Jewell

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CPRA LOS (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CPRA LOS

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to david.dousay@la.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CPRA LOS

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to david.dousay@la.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CPRA LOS as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CPRA LOS during the course of your relationship with CPRA LOS.

2026-0284

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

RESOLUTION NO. 6924

A resolution approving and authorizing St. Charles Parish to submit a grant application to the United States Department of Agriculture's Rural Housing Service Fiscal Year (FY) 2026 Housing Preservation Grant Program.

WHEREAS, the Rural housing Service, an agency within the United States Department of Agriculture Rural Development (USDA) is accepting grant applications for the FY 2026 Housing Preservation Grant Program opportunity; and,

WHEREAS, St. Charles Parish established a local Housing Preservation Grant Program with funds awarded from the FY 2017 Housing Preservation Grant opportunity and continued the local program with funds received from the USDA Housing Preservation Grant Program each year as awarded since; and,

WHEREAS, through the local Housing Preservation Grant Program, the Department of Community Services has provided repairs and rehabilitation to 86 dwellings within St. Charles Parish owned and occupied by low and very low-income residents; and,

WHEREAS, St. Charles Parish is applying for FY 2026 Housing Preservation Grant funding to assist in the continuation of the local Housing Preservation Grant Program; and,

WHEREAS, the Rural Housing Service application requires support from the local governing body to secure approval and authorization for the application for grant funding.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize St. Charles Parish to submit a grant application to the United States Department of Agriculture's Rural Housing Service FY 2026 Housing Preservation Grant 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 24th day of August, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: August 26, 2026
AT: 10:52 am RECD BY: _____

2026-0285

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
RESOLUTION NO. 6925

A resolution authorizing the St. Charles Parish President to send certification to GOHSEP waiving any land use regulations relative to permitting for temporary housing and shelter assistance during declared emergencies.

WHEREAS, the Louisiana House Bill No. 1070 Act No. 526 was passed by the House and Senate of the Louisiana Legislature and signed by the Governor becoming effective on June 16, 2022; and,

WHEREAS, St. Charles Parish residents may have a need for temporary housing and shelter assistance from the State of Louisiana; and,

WHEREAS, GOHSEP shall provide such assistance within 14 days following a presidential declaration of a major disaster or emergency; and,

WHEREAS, St. Charles Parish must submit a request to GOHSEP within 7 days after the presidential declaration; and,

WHEREAS, the local governing authority will waive any land use regulations relative to permitting for mobile homes, recreational vehicles, and other temporary housing; and,

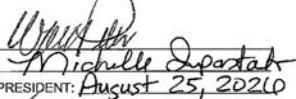
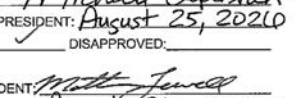
WHEREAS, this housing will be placed directly adjacent the survivors damaged dwelling; and,

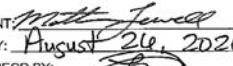
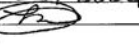
WHEREAS, opting into this program will allow for expedited temporary housing assistance in the parish.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL

do hereby authorize the St. Charles Parish President to provide certification to GOHSEP.
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 24th day of August, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED: _____ DISAPPROVED: _____

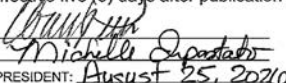
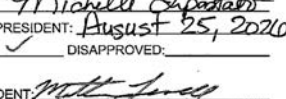
PARISH PRESIDENT: 
RETD/SECRETARY: August 26, 2026
AT: 10:52am RECD BY: 

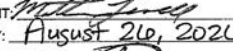
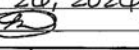
2026-0286
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6926

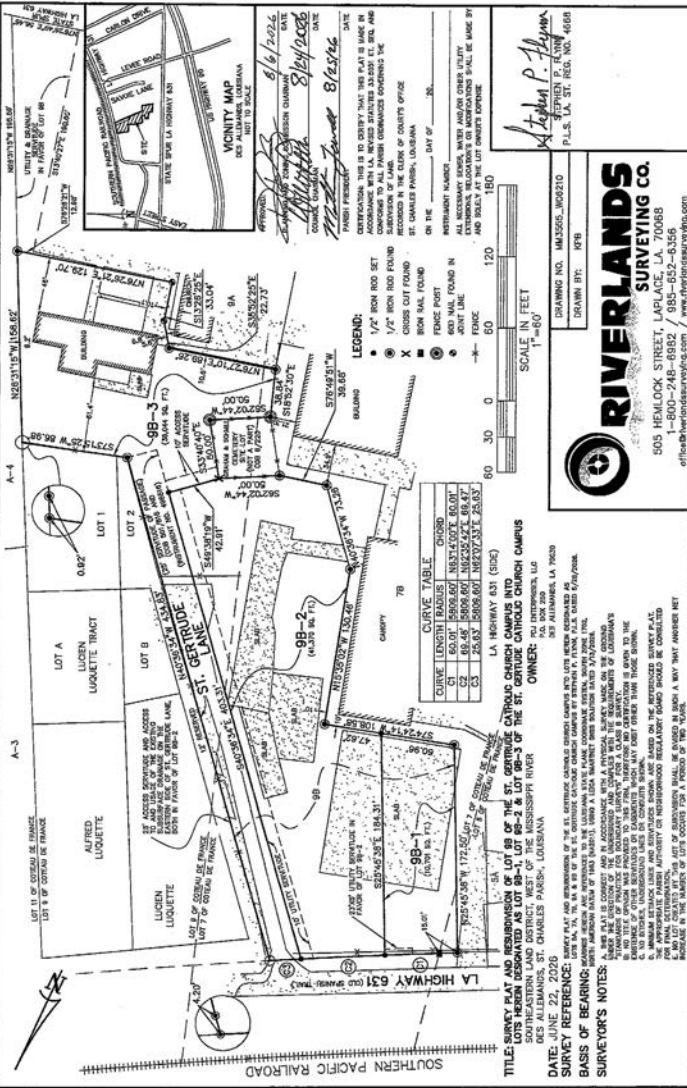
A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, b. Width, as requested by Paul Hogan for PDJ Enterprises, LLC.
WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,
WHEREAS, the Subdivision Regulations require lots to conform with minimum width, depth, area, and setbacks as per the St. Charles Parish Zoning Ordinance; and,
WHEREAS, the applicant has requested a waiver from the minimum width requirement for Lot 9B-3 as shown on the survey by Stephen P. Flynn, PLS, dated June 22, 2026; and,
WHEREAS, granting the waiver will allow Lot 9B-3 to measure 25.63 feet wide at LA 631 instead of the 50 feet required in the R-1A(M) zoning district; and,
WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on August 6, 2026.
NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the minimum size and width requirements to allow Lot 9B-3 as shown on a survey by Stephen P. Flynn, PLS dated June 22, 2026, as requested by Paul Hogan for PDJ Enterprises, LLC.

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 24th day of August, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 
RETD/SECRETARY: August 26, 2026
AT: 10:52am RECD BY: 

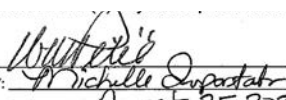
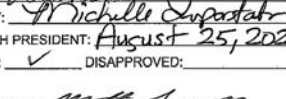


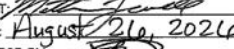
2026-0287
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6927

A resolution in support of the Planning and Zoning Commission approval of 2026-7-SPU for an Accessory Dwelling Unit (ADU) in an R-1A zoning district on Lot B, Square 4, Lakewood Park Subdivision, 20 Bernice Drive, Luling, as requested by Manuel and Antoinette Rodriguez.
WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 requires a resolution of support from the Parish Council in order to permit an Accessory Dwelling Unit (ADU); and,
WHEREAS, Manuel and Antoinette Rodriguez request a Special Permit Use for an ADU on Lot B, Square 4, Lakewood Park Subdivision, 20 Bernice Drive, Luling; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission approved the Special Permit for the ADU at its regular meeting on August 6, 2026.
NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an Accessory Dwelling Unit in an R-1A zoning district on Lot B, Square 4, Lakewood Park Subdivision, 20 Bernice Drive, Luling, as requested by Manuel and Antoinette Rodriguez.

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 24th day of August, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: August 25, 2026
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 
RETD/SECRETARY: August 26, 2026
AT: 10:52am RECD BY: 

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


MICHELLE IMPASTATO
COUNCIL SECRETARY
Publish: September 3, 2026

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON SEPTEMBER 3, 2026 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES

2026-11-MIN requested by the Charlie Folmar Testamentary Trust for a resubdivision of one lot into three, **124 and 125 Marie Keet Lane, Hahnville**, Zoning District O-L. Council District 1.

NEW CASES

2026-40-HOA requested by Roland Dumas for a home occupation – "Around the Way Welding" – at **111 Davis Drive, Luling**, Council District 2.

2026-3-HOP requested by Michael Lanoue for a home occupation – "Air Orleans LLC" – at **212 W. Easy Street, Destrehan**, Council District 6.

2026-12-MIN requested by PDJ Enterprises, LLC for a resubdivision of one lot into four, **adjacent to 17369 LA 631, Des Allemands**, Zoning District R-3. Council District 4.

2026-13-MIN requested by Margo Tastet for a resubdivision of one lot into two, **14815 LA 631, Paradis**, Zoning District O-L. Council District 4.

2026-11-R requested by PDJ Enterprises, LLC for a change of zoning from R-3 to R-1A(M) on Lot 5A, St. Gertrude Catholic Church Campus, **adjacent to 17369 LA 631, Des Allemands**, Council District 4.

ALTERNATE DATE: 9/10

PUBLISH: 8/20, 8/27, 9/3

Public Notice

Notice to the Public

Notice is hereby given that on September 10, 2026 the 2026 Assessment List shall be certified to the St. Charles Parish Council as the Board of Review.

The St. Charles Parish Council will sit as a Board of Review for the 2026 Tax Roll, for a 15 day period, beginning September 16, 2026 and ending September 30, 2026. The Public Hearing for the Board of Review will be held Monday, September 28, 2026 at 6:00 p.m. in the Council Chambers of the St. Charles Parish Courthouse, 15045 River Road in Hahnville, Louisiana.

The Board of Review shall consider the written protest of any taxpayer desiring to be heard, provided a written appeal using Form 3101 Appeal to the Board of Review, has been filed in the St. Charles Parish Council Office, 15045 River Road, P. O. Box 302, Hahnville, LA 70057, no later than 4:00 p.m., Monday, September 21, 2026. Said written appeal must be received either by hand delivery, by Certified Mail or facsimile transmission to 985-783-2067.

PLEASE NOTE: You must submit all information concerning the value of your property to your assessor before the deadline for filing an appeal with the Board of Review. The failure to submit such information may prevent you from relying on that information should you protest your value.


Tab Troxler, Assessor
St. Charles Parish Assessment District

Publish: St. Charles Herald – Guide, August 27, 2026 & September 3, 2026

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT

BRENDA J. CAMPOS
PROCUREMENT OFFICER

St. CHARLES PARISH PROCUREMENT

SEALED BIDS SHALL ONLY BE ACCEPTED VIA ELECTRONICALLY UNTIL:
11:00 am – September 15, 2026

Sealed Bids must be submitted through the Parish's e-Procurement system, Central Bidding at <https://www.centralbidding.com> for the below listed bid project(s). Submitting electronic bids is secure and free of charge. **Mailed or hand delivered bids will not be accepted.** Bidding documents are available only through this website.

Bid(s) will be received through Central Bidding until bid submission deadline. Promptly thereafter, bids shall be publicly opened and read aloud in the Council Chambers, 2nd Floor of the St. Charles Parish Courthouse for the following bid project(s):

BID #2026-Bid-021 – Submersible Flyght Pumps – Wastewater Department

St. Charles Parish is an Equal Opportunity Employer. We encourage all small and minority-owned business firms and women's business enterprises to participate in this solicitation. St. Charles Parish reserves the right to reject any and all bids, in whole or in part, pursuant to the Louisiana Public Bid Law.

St. Charles Parish Procurement Office

ADVERTISEMENT SOURCES AND DATES:

ST. CHARLES HERALD GUIDE
ST. CHARLES PARISH WEBSITE
CENTRAL AUCTION HOUSE, LTD. (CENTRAL BIDDING)

August 27, 2026
September 3, 2026

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 97232-D

Date: Tuesday, August 18, 2026
FEDERAL HOME LOAN
MORTGAGE CORPORATION,
AS TRUSTEE OF THE FREDDIE
MAC SLST 2025-2 PARTICIPA-
TION INTEREST TRUST
VS
DANIEL RODRIGUE (A/KIA
DANIEL A. RODRIGUE)
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 30, 2026, 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, OCTOBER 07, 2026, at 10:00 A.M. . to the last and highest bidder for cash, the following described property, to wit:

One Certain Lot of Ground, Parish of St. Charles, State of Louisiana, in that part thereof known as Multi Family Section of Ormond Country Club Estates, being a resubdivision of Parcel A, Square 2, Section 1, of Ormond Country Club Estates, St. Charles Parish, Louisiana, all in accord with a survey by J.J. Krebs & Sons, Inc., dated June 14, 1977, approved by Ordinance Number 66-3-260, recorded in COB 267, folio 842, of the records of St. Charles Parish, Louisiana. Said hereinabove property has been resubdivided into Lots 1-A through 53--A, inclusive Square 2, Ormond Country Club Estates. Said hereinabove property has been further resubdivided into Lots 38A-1 through 38A-4 and 39A-1 through 39A-4, all in accord with a survey thereof by Raymond B. Saucier, Land Surveyor, dated March 14, 1981, approved by Ordinance No. 81-6-9, recorded in COB 266, folio 401, St. Charles Parish, Louisiana. The lot is designated as follows:

Lot 38A-3, Square 2, bounded by Brandon Hall Drive, Stanton Hall Drive, Edgewood (side) Drive and Dunleith Drive, as more fully shown on survey made by Raymond B. Saucier, dated March 14, 1981, resurveyed June 20, 1981.

Subject to:
A five foot (5') servitude for utilities across rear width of property as shown on plan of subdivision.
A twenty foot (20') service alley servitude across rear width of property as shown on plan of subdivision.
A twenty-two foot (22') parking area servitude at rear of property as shown on plan of subdivision.
Which has the address of 25 Brandon Hall Drive C, Destrehan, LA 70047
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

SEVENTY-TWO THOUSAND NINE HUNDRED AND EIGHTY-NINE AND SIXTY-FOUR (\$72,989.64) 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: September 3, 2026 October 1, 2026
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF:
Emily A Mueller
3510 N. Causeway Blvd., Suite 600 Metairie, LA 70002
504-831-7726
SCSO-CIV-209-0402

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 July 29, 2026, at 2 02 PM It was noted the following Board Members were present Mr Jake Lemmon, Ms Pamela Smith, Mrs Karen Raymond, Mr Timothy Vial, and Councilwoman Holly Fonseca
Absent Mr William Simon

Mr Jake Lemmon 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 May 2026, Ms Mallory Burns, Mental Health Associate, Behavioral Health Unit Mr Dacus stated how Ms Burns was shocked when she received the award and commented that even after a long night shift, Ms Burns was still bubbly at 7AM Mr Jarrett Fuselier commented that Ms Burns is currently going to school full time to become a social worker while working full time Congratulations were extended Mr Jake Lemmon entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel Issues It was motioned by Smith seconded by Raymond to enter into Executive Session at 2 04 PM for the purpose previously stated

For Lemmon, Smith, Raymond, and Vial
Against None

It was motioned by Smith seconded by Raymond to return to regular session at 2 13 PM

For Lemmon, Smith, Raymond, and Vial
Against None

Mr Jake Lemmon motioned to deviate from the agenda to add an agenda item, approve Vial Water Heater replacement bid to ARC Mechanical Contractors, Inc in the amount of \$264,899 00 It was motioned by Raymond and seconded by Vial to deviate from the agenda

For Lemmon, Smith, Raymond, and Vial
Against None

Mr Lemmon 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 and seconded by Smith to approve Vial Water Heater replacement bid to ARC Mechanical Contractors, Inc in the amount of \$264,899 00

For Lemmon, Smith, Raymond, and Vial
Against None

New business followed with the approval of WEMCO, Inc (dba Randa Logistics) foreign trade subzone 124 request It was motioned by Vial seconded by Raymond to approve WEMCO, Inc (dba Randa Logistics) foreign trade subzone 124 request

For Lemmon, Smith, Raymond, and Vial
Against None

The Board of Commissioner's Minutes from the June 24, 2026, meeting were presented There being no revisions, it was motioned by Smith seconded by Raymond to approve the June 24, 2026, Board of Commissioner's minutes as presented

For Lemmon, Smith, Raymond, and Vial
Against None

Dr Jorge Morales, Chief of Staff presented the Medical Staff Report from the July 14, 2026 meeting It was motioned by Raymond seconded by Vial to approve the Medical Staff Executive Committee Report from the July 14, 2026, meeting as presented

For Lemmon, Smith, Raymond, and Vial
Against None

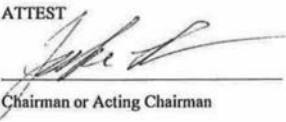
Dr Morales reported that all credential files were thoroughly reviewed by the appropriate physician members prior to the meeting Files were reviewed according to the Medical Staff bylaws It was motioned by Smith seconded by Vial to approve the following credentials as presented There were fourteen new physicians Katelyn Bard, DO – Emergency Medicine, Vincent Paul Corso, MD – Emergency Medicine, Katherine Dyer, MD – Hospital Medicine, Abbie Kemper, MD – TeleMedicine, Radiology, Mahir Khan, MD – Active, Hospital Medicine, Sydney Linder, MD – Emergency Medicine, Stella Ndukwe, MD – Hospital Medicine, Darby Rasch, DO – Emergency Medicine, Ellen Rice, MD – TeleMedicine, Radiology, Domonique Smith, MD – Hospital Medicine, Usama Talib, MD – Hospital Medicine, Victoria Taskov, MD – Gynecology, Kyle Todd, MD – TeleMedicine, Radiology, Taifong Xu, MD – TeleMedicine, Radiology, one new physician with waiver Guillermo Sangster, MD – TeleMedicine, Radiology, five resignations Kierha Baker, MD – Hospital Medicine, Sohail Khan, MD – e-ICU, Sheena Pullman, MD – Gynecology, Terrence Wickman, MD – Nephrology, Dimple Zaveri, MD – Ophthalmology, fifteen provisional reviews Omair Aram, MD – Radiology, Samuel Bidot, MD – Pathology, Jeremy Burnham, MD – Sports Medicine, Richard Courtney, MD – Radiology, Austin Evans, MD – Radiology, Daniel Karel, DO – Hematology/Oncology, Matthew Lagarde, MD – Psychiatry, Carl Sabotke, MD – Radiology, Emily Schneider, MD – Emergency Medicine, Taylor Smith, MD – Anesthesiology, Aaron Steele, Jr, MD – Emergency Medicine, Pramilla Subramaniam, MD – Cardiology, Mason Triay, MD – Anesthesiology, Vrvek Venkatesh, MD – Neurology, Rachel Whitehair, MD – Pathology, no change of category, and thirty-eight reappointments Ahmed Abdelkarim, MD – Hospital Medicine, Ali Alian, MD – TeleRadiology, Kathlyn Camargo, MD – Rheumatology, Dominic Carollo, MD – Anesthesiology, Kevin Conrad, MD – Hospital Medicine, Austin Evans, MD – Radiology, John Harris, MD – Radiology, David Houghton, MD – TeleNeurology, Gregory Hurley, MD – Emergency Medicine, Dennis Hutchens, MD – Anesthesiology, Preya Jhita, MD – Anesthesiology, Victor Koster, MD – Radiology, Vishal Kukkar, MD – Radiology, Nicholas Logothetis, MD – Pulmonary/Critical Care, Manon Mashburn, MD – Psychiatry, Scott Montgomery, MD – Orthopedic Surgery, Sunil Paudel, MD – Hospital Medicine, Zachary Plotz, MD – TeleRadiology, Jason Pond, MD – TeleRadiology, Brian Shelton, MD – Anesthesiology, Scott Sonnier, MD – Hematology/Oncology, Susan Taylor, MD – Emergency Medicine, Emeka Ugwuembulem, MD – Hospital Medicine, Elizabeth Zabel, MD – Gynecology, Ayaa Zarm, MD – Nephrology, Rija Amir, PA – Rheumatology, Chelsea Champagne – CRNA, Kaylynn Gueret, PA – Emergency Medicine, Thomas Higgins – CRNA, Tara Kempton-Jerez, NP - Emergency Medicine, Michele Kraft – CRNA, Christina Leggio – CRNA, Lee Matthews, PhD – Psychology, David Naul – CRNA, Elizabeth Nelson – CRNA, Blake Stagni – CRNA, Elizabeth Vulevich, NP – Neurology, Alexis Willis, NP – Hematology/Oncology.

For: Lemmon, Smith, Raymond, and Vial
Against: None

The Quality and Patient Experience Report was provided by Mr. Jarrett Fuselier. Mr. Fuselier presented the Prove Our Value: Quality report, HCAHPS, EDCAHPS, Ambulatory, Outpatient Diagnostics, Medical Practice, Telemedicine net promoter scores, 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 months of June were presented.

The Chief Executive Officer's Report followed. Mr. Keith Dacus gave a moment of quality praising the EMS team under the new leadership of Mr. Carl Flores stating how Mr. Flores has been improving the culture of the team. Mr. Dacus recounted two EMS calls where the EMS team helped a patient with heart issues. Both calls involved the same patient, both times the team successfully helping the patient. Mr. Dacus also thanked Mrs. Becky Dupuy for a new recognition for employees called shout outs stating seventy-six shout outs had been made to employees.

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.
Mr. Jake Lemmon stated being no announcements, the next scheduled Board of Commissioners' Meeting is August 26, 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 2:26 PM.

ATTEST
 Chairman or Acting Chairman
 Secretary

Publish: September 3, 2026

Public Notice

COASTAL ZONE ADVISORY COMMITTEE

The St. Charles Parish Coastal Zone Advisory Committee will meet on September 8, 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 CZM

Item 2: Manager's Briefing

Item 3: Old Business

Item 4: Announcements

Item 5: Public Comment

ALTERNATE DATE: N/A
PUBLISH: 09/01

Public Notice

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

Louis Cook
15629 Airline Hwy, Norco, La. 70079
Lot 1
Block B1
Subdivision: Good Hope Pltn. -Annex A, B, C
Nature of violation: Grass cutting & removal of debris

Leroy Toney
9 River Park, Hahnville, La. 70057
Lot 9A
Block
Subdivision: River Park Estates
Nature of violation: Grass cutting & removal of debris

Louise Post Ritter
12787 Hwy 90, Luling, La 70070
Lot 18A
Block 18
Subdivision: Ellington Farm Lots
Nature of violation: Grass cutting & removal of debris

Pierre Larroux Carmouche
38 Clayton Dr, Norco, La. 70079
Lot 1
Block
Subdivision: Good Hope Pltn. -- TRA*
Nature of violation: Grass cutting & removal of debris

Serena, Bennett Est. Tuley, Secola - C/O
191 First St, St. Rose, La. 70087
Lot 7
Block
Subdivision: Elkinsville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

James S. Mouton
14 Houmas Pl Apt A, A, Destrehan, La. 70047
Lot 12D
Block 9
Subdivision: Ormond Country Club -*
Nature of violation: Grass cutting & removal of debris

Jennifer C. Landry
520 Paul Frederick Dr, Luling, La. 70070
Lot 5C
Block D
Subdivision: Oak Ridge Park -- Lull*
Nature of violation: Grass cutting & removal of debris

Marvin Sr. Turner
737 E Easy St, New Sarpy, La. 70047
Lot 21
Block 36
Subdivision: New Sarpy Subd.

Randall Roy Wegmann
719 Oak St., St Rose, LA 70087
Lot W-1
Block B
Subdivision: St. Rose Subd.

Kelly A. Steilberg
425 Willowdale Blvd, Luling, La. 70070
Lot 144
Block
Subdivision: Willowdale Country CL*

Heather Oaks Owners Assn., Inc.
400 Olivia Dr., Luling, La. 70070
Lot 2054
Block
Subdivision: Heather Oaks

Michael J. Bordes
91 Rosedown Dr., Destrehan, La. 70047
Lot 1003
Block
Subdivision: Ormond Country Club.*

PUBLISH: September 3, 2026

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 94649-C

Date: Tuesday, July 21, 2026
NATIONSTAR MORTGAGE LLC
VS
KARA LYNN VIBERG
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, JULY 16, 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, SEPTEMBER 09, 2026, at 10:00 A.M., to the last and highest bidder for cash. the following described property, to wit: THAT CERTAIN LOT OF GROUND; together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the TOWN OF NORCO, PARISH OF ST. CHARLES, STATE OF LOUISIANA, and being a portion of a tract of land designated by the letter "B" on a plan of Subdivision of Good Hope Plantation made by H.C. Smith, C.H., dated April 17, 1902. According to a plan of subdivision of East one-half (1/2) of Lot "B" by S.P. Landry, C.E., dated July 22, 1950, a copy of which map is on file in the Office of the Clerk of Court and Recorder's Office of St. Charles Parish for reference, the said portion of ground conveyed herein IS COMPOSED OF THAT PART OF Lot Five (5) lying adjacent to Lot No. Six (6) having a width or front of Forty (40') feet on East B Street, by a depth between equal and parallel lines of Eighty-four and 4/10 (84.4') feet, and that portion of Lot Six (6) lying adjacent to Lot Five (5) having a width or front of Twenty (20') feet on East B Street by a depth, between equal and parallel lines of Eighty-four and 4/10 (84.4') feet. The lot of ground herein conveyed is more fully shown on map or survey of Adloe Orr, Jr and Associates, C.E., dated October 19, 1953, as Lot "D", a copy of which map is attached to a mortgage recorded at MOB 62 folio 245; 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: ONE HUNDRED AND TWELVE THOUSAND EIGHT HUNDRED AND SIXTY-NINE AND FOURTEEN (\$112,869.14) 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 PM. DAY OF THE SALE. PUBLISH ON: August 6, 2026 September 3, 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

