



St. Charles Parish

Meeting Minutes

Parish Council

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

Final

Council Chairman Julia Fisher-Perrier
Councilmembers Wendy Benedetto, Paul J. Hogan,
Terrell D. Wilson, Mary K. Clulee, Dick Gibbs,
William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher

Monday, March 11, 2019

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 9 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, John R. 'Dick' Gibbs, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darrin Duhe, Executive Director Dwayne LaGrange, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchaux, Public Works Assistant Director Bob Williams, Wastewater Assistant Director L.J. Brady, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Earl Matherne, Planning Administrator, Grants Officer Carla Chiasson, Emergency Preparedness Director Joe Ganote, Economic Development & Tourism Director Corey Fauchaux, Parks and Recreation Director Duane Foret, Animal Control Officer Jena Troxler, General Government Buildings Facilities Manager Bob Messerly, Interim Public Information Officer Adrienne Bourgeois, Justin Robert, Public Information Office

CALL TO ORDER

Meeting called to order at 6:11 pm.

PRAYER / PLEDGE

Pastor Emeritus Allen C. LaGrange, Sr.
True Vine Baptist Church, Hahnville

APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Fletcher, to approve the minutes from the regular meeting of February 4, 2019. The motion carried by the following vote:

Yea: 8 - Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2019-0057

In Recognition: Reverend Allen C. LaGrange, Sr., Pastoral Retirement Celebration

Sponsors: Mr. Cochran and Mr. Wilson

Parish President Larry Cochran spoke on the matter.

Read

2 2019-0058

In Recognition: 2018 Babe Ruth 8U State and Southwest Regional Champions

Sponsors: Mr. Wilson

Read

3 2019-0059

In Recognition: 2018 Babe Ruth 10U State and Southwest Regional Champions

Sponsors: Mr. Gibbs

Read

4 2019-0060

Proclamation: "Problem Gambling Awareness Month"

Sponsors: Ms. Fisher-Perrier

Read

5 2019-0062

Proclamation: "Lions Month in St. Charles Parish"

Sponsors: Mr. Woodruff

Read

6 2019-0063

Proclamation: National Kidney Month in St. Charles Parish

Sponsors: Mr. Cochran

Read

Discussion: to deviate from the regular order of the agenda to allow Mr. Kent Greene with Entergy to give an update in reference to the noise from the Little Gypsy Plant in Montz; a matter not on the agenda

Public comment opened on the motion to deviate; no public comment

A motion was made by Councilmember Fletcher, seconded by Councilmember Benedetto, to deviate from the regular order of the agenda to allow Mr. Kent Greene with Entergy to give an update; a matter not on the agenda. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Deviated

Mr. Kent Greene with Entergy gave an update on the St. Charles Power Station being built in Montz.

Councilwoman Fletcher spoke on the matter.

Public comment opened on the motion to return to the regular order of the agenda; no public comment

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to return to the regular order of the agenda. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Returned

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2019-0064

Cox Communications presents Parish President Cochran and parish employees an article published in Biz Nola Magazine highlighting the Parish's latest technology known as the Supervisory and Control Data Acquisition System (SCDA) which remotely monitors and controls pump stations throughout the Parish.

Sponsors: Mr. Cochran

Ms. Sharon Truxillo, Director of Public Relations, Cox Communications, spoke on the matter and presented the article published in Biz Nola Magazine to the Parish.

Parish President Larry Cochran spoke on the matter.

Mr. Terry Breaux, Public Works Department, spoke on the matter.

Reported

2019-0065

Department of Wastewater

Wastewater Assistant Director L.J. Brady

Councilwoman Bellock spoke on the matter.

Mr. Brady spoke on the matter.

Councilman Wilson spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER 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, MARCH 25, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2019-0055

An ordinance to approve and authorize the execution of a professional service contract with Murray Architects, for providing all necessary professional architectural services for a new electrical building behind the Public Works Office in Destrehan. (Parish Project Number P190203).

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0056

An ordinance to approve and authorize the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S - R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al.

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2017-0260

An ordinance to authorize the sales by Waterworks District No. 1 of St. Charles Parish for property located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as Waterworks District No. 1 of St. Charles Parish's designated agent/auctioneer for the sales.

Sponsors: Mr. Cochran and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0076

An ordinance to approve and authorize the execution of a Professional Services Agreement with GCR, Inc., for land program management and right-of-way acquisition services for Public Works and Wastewater projects and to allow for term extensions in one (1) year increments for a maximum of three (3) years with a maximum compensation total of \$75,000 per contract year.

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0077

An ordinance to approve and authorize the execution of a professional service multi-phase project contract with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for an approximately 4,100-foot sheet pile wall along the southeastern-side of Engineer's Canal. (Engineer's Canal Bank Stabilization Parish Project Number P190301).

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0078

An ordinance to amend the 2018 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Cochran and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0079

An ordinance to approve and authorize the execution of an Engineering Services Contract with Linfield, Hunter & Junius, Inc, for providing all necessary professional engineering services for a linear park along and near Paul Maillard Road.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0080

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to R-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0081

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0082

An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Solutient Corporation to perform Program Administrative/Management Services in the implementation of the St. Charles Parish Elevations Program in the amount of \$11,500.00 per structure elevated.

Sponsors: Mr. Cochran and Grants Office

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

2019-0084

An ordinance to amend the Code of Ordinances, Appendix A, St. Charles Parish Zoning Ordinance of 1981, Section III. Definitions., Section VI. Zoning district criteria and regulations. B. Residential districts, [VIII]. R-3, Multi-family residential: 1. Use Regulations and 4. Special Provisions: b.1. Townhouses., and Section VII. Supplemental use and performance regulations. Townhouses., to clarify the definition and regulations for townhouse building and townhouse developments.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 25, 2019

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)****7 2019-0042**

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of **"NO PARKING"** signs along the southwest corner of Easy Street and Touchard Lane in Des Allemands.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Councilman Hogan motioned to Postpone Indefinitely File No. 2019-0042 so the Council Secretary can send out a questionnaire into the neighboring community; motion failed for lack of a second.

Proposed ordinance failed for lack of a majority by the following vote:

Yea: 1 - Hogan

Nay: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Failed

8 2019-0044

An ordinance to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter.

Public Works/Wastewater Director Clayton Fauchaux spoke on the matter.

Councilwoman Benedetto stated for the record she would like to reconsider her vote from yeah to nay.

Councilman Woodruff stated for the record he would like to reconsider her vote from yeah to nay.

Proposed ordinance failed for lack of a majority by the following vote:

Yea: 1 - Hogan

Nay: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Failed**10** 2019-0051

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days.

Sponsors: Mr. Cochran and General Government Buildings

Reported:

General Government Buildings Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion

Parish President Larry Cochran spoke on the matter.

Facilities Manager Bob Messerly spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 19-3-1

12 2019-0052

An ordinance to approve and authorize the execution of a Contract between Witt O'Brien's, LLC and St. Charles Parish in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002.

Sponsors: Mr. Cochran and Department of Emergency Preparedness

Reported:

Emergency Preparedness Department Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion

Emergency Preparedness Director Joe Ganote spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 19-3-2

2019-0053

An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-6.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

Sponsors: Mr. Cochran and Department of Animal Control

Reported:

Animal Control Department Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion

Animal Control Director Jena Troxler spoke on the matter.

Amendment: to amend the proposed ordinance in "SECTION I., Sec. 4-1. Definitions." "At large: Any dog or cat that is not within the confines of its owner's home, dog yard, ..." to read "At large: Any dog or cat that is not within the confines of its owner's home, fencing or fencing system, ..."

A motion was made by Councilmember Hogan, seconded by Councilmember Clulee, to Amend File No. 2019-0053. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Amended**38 2019-0053**

An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-6.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

Sponsors: Mr. Cochran and Department of Animal Control

Further Council Discussion

Chairman Fisher-Perrier stated that File No. 2019-0053 was discussed in the Legislative Committee meeting prior to the council meeting.

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 19-3-3

49 2019-0054

An ordinance to assign the name "Union Carbide Loop" to a private drive approximately 11,815 feet long off LA Highway 3142 which accesses several locations that should be in the E-911 address system.

Sponsors: Mr. Wilson

Reported:

Councilman Wilson Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 19-3-4

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

2019-0025

A resolution to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

Sponsors: Mr. Hogan

File No. 2019-0025 Postponed Indefinitely per Parish Council Rule 8. #8.
Ordinances/Resolutions Which Have Been Tabled [Shall only appear on two (2) subsequent regular meeting Agendas]

Postponed Indefinitely (Council Rule 8)

2019-0049

A resolution requesting that the Administration hire a firm to conduct a Phase I Environmental Study on the property proposed for donation for the new Des Allemands Boat Launch, that it advises the Council of who is selected to perform the study upon the selection being made, that it advises of the date they are released to begin the study, and that it provides a copy of the completed study upon it being provided to the administration, and provided there are no significant findings, that the administration immediately takes the steps needed to hire a surveyor to perform a land survey of the property and that it advises the Council of the surveyor selected once one has been selected.

Sponsors: Mr. Hogan

Remained Tabled

PERSONS TO ADDRESS THE COUNCIL

2019-0067

Mr. Paul J. Hogan, PE: Resolution 2019-0025, Resolution 6392, Subdivision Regulations, Failure of our Governmental System (completion of speech which was initiated at the 2-18-19 council meeting)

Heard

RESOLUTIONS

50 2019-0083

A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Magnolia Ridge Levee and Roadway Improvement (BA-0216) project in Boutte.

Sponsors: Mr. Cochran and Grants Office

Public comment opened on the motion to deviate

Mr. Milton Allemand, Hahnville

A motion was made by Councilmember Clulee, seconded by Councilmember Gibbs, to deviate from the regular order of the agenda to take up File No. 2019-0083; a matter not on the agenda. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Deviated

Reported:

Grants Office Recommended: Approval

Public comment opened

Mr. Milton Allemand, Hahnville

Chairman Fisher-Perrier asked Mr. Allemand to stay on topic.

Council Discussion

Grants Officer Carla Chiasson spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6395

Public comment opened on the motion to return to the regular order of the agenda; no public comment

A motion was made by Councilmember Fletcher, seconded by Councilmember Bellock, to return to the regular order of the agenda. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Returned

89 2019-0073

A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

Sponsors: Mr. Cochran and Department of Finance

Reported:

Finance Department Recommended: Approval

Public comment opened; no public comment

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 1 - Hogan

Enactment No: 6396

97 2019-0074

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Diamond Green Diesel, LLC, Project ID: 20180432-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco, Louisiana.

Sponsors: Mr. Cochran and Department of Economic Development and Tourism

Reported:

Economic Development & Tourism Department Recommended: Approval
Economic Development & Tourism Director Corey Faucheux invited Mr. Jerry Stumbo, Vice President & General Manager, Valero St. Charles Refinery to speak.
Mr. Stumbo spoke on the matter.

Public comment opened

Mr. Bub Millet, Lac Cypriere, Luling, representing the River Region Chamber of Commerce

Mr. Milton Allemand, Hahnville

Mr. Kevin Hebert, Luling, representing as a resident, River Region Chamber of Commerce Board Member, and small business owner

Mr. Rusty Rebowe, Norco

Mr. John Dias, Director, United Way of St. Charles

Council Discussion

Parish President Larry Cochran spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6397

98 2019-0075

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Valero Refining-New Orleans, LLC, Project ID: 20180370-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco, Louisiana.

Sponsors: Mr. Cochran and Department of Economic Development and Tourism

Reported:

Economic Development & Tourism Department Recommended: Approval

Public comment opened

Mr. Bub Millet, Luling, representing the River Region Chamber of Commerce

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6398

99 2019-0066

A resolution requesting the Department of Transportation and Development construct a left turn lane at 14841 Highway 90 in Paradis to protect residents and those traveling through the area and to improve traffic flow.

Sponsors: Mr. Woodruff

Reported:

Councilman Woodruff Recommended: Approval

Public comment opened; no public comment

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6399

100 2019-0068

A resolution requesting that the Louisiana Attorney General provide an Opinion with regards to the following question: "Is a public body, such as the St. Charles Parish Council, required to hold a public comment period prior to a vote being taken to table items at its meetings?" In other words, does the action of taking a vote to table constitute as an action on an agenda item which requires a public comment period prior to the council voting on whether or not to table?

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public comment opened

Mr. Milton Allemand, Hahnville

Council Discussion

Parish President Larry Cochran spoke on the matter.

Proposed resolution failed for lack of a majority by the following vote:

Yea: 2 - Hogan and Woodruff

Nay: 7 - Benedetto, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Failed

2019-0069

A resolution to amend the Parish Council Rules to add Rule 40. The microphone system within the council chambers is required to remain in the on position prior to Call to Order through the completion of Adjournment with the exception of a recess or executive session.

Sponsors: Mr. Hogan

Council Rule 19. The rules may be repealed, altered, or amended by concurrence of a majority of all Councilmen, but motion for this purpose must be in writing, and lie over for at least one week after introduction before final passage.

Held Over

2019-0070

A resolution to amend the Parish Council Rules to revise Rule 14. to add in part, that no member may speak until he has been recognized by the Chair following the member's activation of the "request to speak" function of the Granicus voting system and shall be given the floor in the order in which members activate the function.

Sponsors: Mr. Hogan

Council Rule 19. The rules may be repealed, altered, or amended by concurrence of a majority of all Councilmen, but motion for this purpose must be in writing, and lie over for at least one week after introduction before final passage.

Held Over

2019-0071

A resolution to amend the Parish Council Rules to revise Rule 16. to state, should the Request to Speak function of the Granicus Voting system be out of commission during a meeting and two or more members request the floor at the same time, the presiding officer shall name the member who is to speak first.

Sponsors: Mr. Hogan

Council Rule 19. The rules may be repealed, altered, or amended by concurrence of a majority of all Councilmen, but motion for this purpose must be in writing, and lie over for at least one week after introduction before final passage.

Held Over

APPOINTMENTS

2019-0047

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

Nominee:

Councilwoman Bellock nominated Ms. Tammy Windmann

Nomination(s) Accepted

Enactment No: 6400

A motion was made by Councilmember Fletcher, seconded by Councilmember Woodruff, to Close Nomination(s) for File No. 2019-0047. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Nomination(s) Closed

Enactment No: 6400

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2019-0072

Misuse of Public Equipment on Private Property on July 1, 2018 in
Paradis, Louisiana

Sponsors: Mr. Hogan

Councilman Hogan discussed File No. 2019-0072.

Legal Services Director Robert Raymond stated that the Administration referred the matter to the District Attorney for review and advised this council not to take any action.

Discussed.

ADJOURNMENT

A motion was made by Councilmember Clulee, seconded by Councilmember Benedetto, to adjourn the meeting at approximately 8:21 pm. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

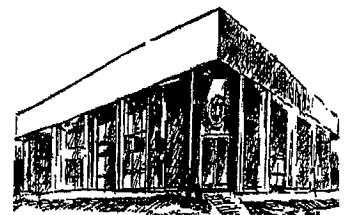
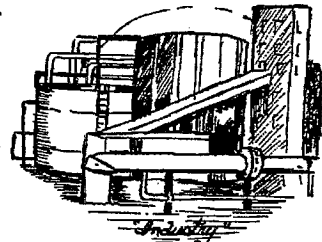
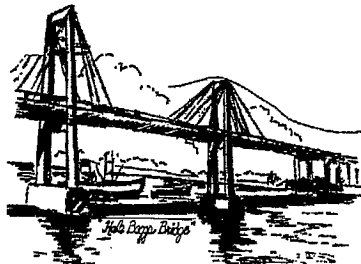
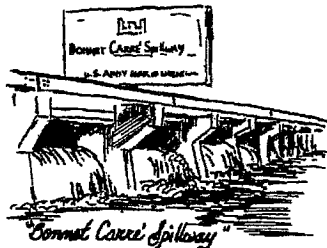
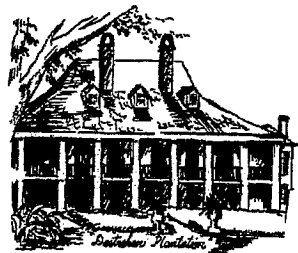
I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

The Parish of St. Charles

March 11, 2019

IN RECOGNITION



WHEREAS, Reverend Allen C. LaGrange, Sr., a resident of Boutte, Louisiana, lives with his wife of 46 years, Irma, and has 10 children, (1 deceased); 27 grandchildren, (2 deceased); 57 great-grandchildren; and 6 great-great grandchildren; and, WHEREAS, Reverend LaGrange is a native of Lucy, Louisiana, born October 10, 1934 to the late Freddie and Lucille August LaGrange. He is the brother of Fabiola L. Louis of Edgard, and the late Margaret L. Lay; and, WHEREAS, Reverend LaGrange was baptized in May of 1972 by Reverend S.W. Harris at True Vine Baptist Church in Hahnville, where he joined the choir; and, WHEREAS, Reverend LaGrange, answered God's call and was licensed to preach the gospel on April 12, 1987. He was ordained on April 29, 1989 by Reverend S.W. Harris and auspices of the Second District Missionary Baptist Association of Louisiana, Incorporated; and, WHEREAS, Reverend LaGrange attended Christian Bible College where he received a Bachelor and Master's Degree in Theology. He went on to continue his education and graduated in 1992 with a Doctoral Degree in Theology; and, WHEREAS, Reverend LaGrange is the first Vice-President of Second District Missionary Baptist Association of Louisiana, Incorporated. He is also a member of the Greater Louisiana Baptist Convention and the National Baptist Convention USA, Incorporated; and, WHEREAS, Reverend LaGrange is the oldest living Baptist Minister in St. Charles Parish. He was the full-time Pastor of True Vine Baptist Church of Hahnville where he served as Pastor for approximately 25 years; and, WHEREAS, Reverend LaGrange retired as Pastor on December 31, 2018, and is now Pastor Emeritus. NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

REVEREND ALLEN C. LAGRANGE, SR. PASTORAL RETIREMENT CELEBRATION PASTOR EMERITUS TRUE VINE BAPTIST CHURCH OF HAHNVILLE

"PARISH OF PLenty"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.

LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CULLEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI-

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

March 11, 2019

IN RECOGNITION

WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 8U All-Star Team have excelled in the 2018 All-Star Softball Season; and,

WHEREAS, the team went undefeated in the Babe Ruth State Tournament held in St. Charles Parish, Louisiana, June 20-24, 2018, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, they went undefeated in the Babe Ruth Southwest Regional Tournament held in Mountain Home, Arkansas, July 3-8, 2018, allowing them to advance to the Babe Ruth World Series; and,

WHEREAS, July 28 - August 5, 2018, the team participated in the 2018 Babe Ruth Softball World Series held in Treasure Coast, Florida; and,

WHEREAS, members of the St. Charles Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2018 St. Charles Parish Girls Babe Ruth 8U All-Star Team and their Coaches.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE

THE ST. CHARLES PARISH 8U ALL-STARS

Sophie Baudouin, Callie Bordelon, Katie Bordelon, Jai Bright, Chloe Burford, Avery Danos, Jazmyn Dent, Jordyn Dent, Braelynn Ford, Rylee Larousse, Addyson Robin, Vali Rupert, and Rylee Villasenor

Head Coach: Steven Burford

Assistant Coaches: Scott Bordelon, Kelly Burford, and Johnny Rupert

as

2018 BABE RUTH 8U

STATE AND SOUTHWEST REGIONAL CHAMPIONS

"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.

LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

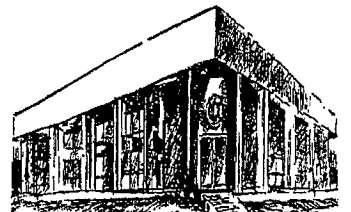
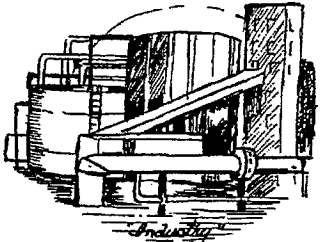
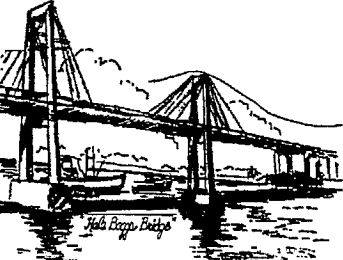
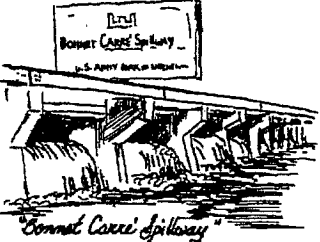
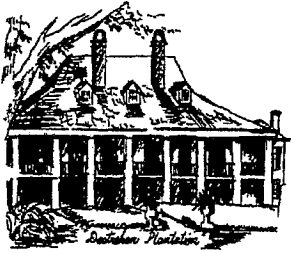
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

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COUNCILWOMAN, DISTRICT VI

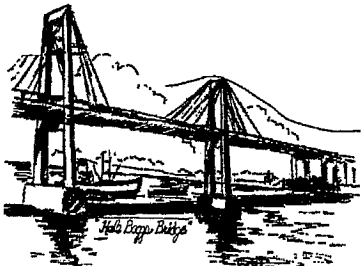
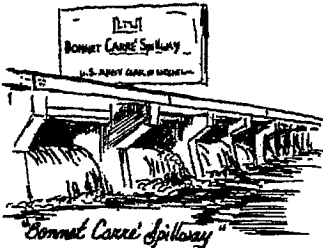
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII



The Parish of St. Charles

March 11, 2019

IN RECOGNITION



WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 10U All-Star Team, "Southern Chaos" have excelled in the 2018 All-Star Softball Season; and,

WHEREAS, Southern Chaos finished first in the Babe Ruth State Tournament held in St. Charles Parish, Louisiana, June 20-24, 2018, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, they went undefeated in the Babe Ruth Southwest Regional Tournament held in Mountain Home, Arkansas, July 3-8, 2018, allowing them to advance to the Babe Ruth World Series; and,

WHEREAS, July 28 - August 5, 2018, the team finished fourth out of 14 teams in the 2018 Babe Ruth Softball World Series held in Jensen Beach, Florida; and,

WHEREAS, members of the St. Charles Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2018 St. Charles Parish Girls Babe Ruth 10U All-Star Team and their Coaches.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE

THE ST. CHARLES PARISH 10U ALL-STARS SOUTHERN CHAOS

Addison Agnelly, Jordyn Chaix, Zoe Hartley, Emma Jackson, Brazzi Jacob, Alaejah Jupiter, Taylor Lindsey, Riley Perilloux, Grace Rome, Kylie Spurgeon, Alayna Vicknair, and Addison Walton

Head Coach: John Rome

Assistant Coaches: Kenny Perilloux, Robert Spurgeon
and Terry Vicknair

as

2018 GIRLS BABE RUTH 10U STATE AND SOUTHWEST REGIONAL CHAMPIONS

"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.

LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CULLEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

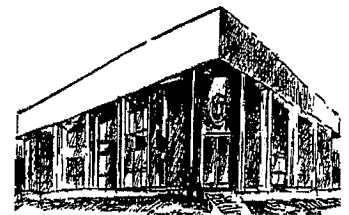
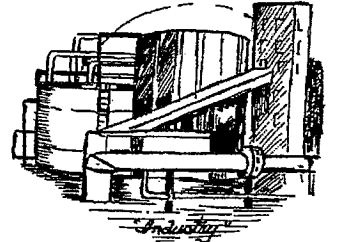
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII



PROCLAMATION

WHEREAS, problem gambling is a public health concern affecting millions of Americans of all ages, races, and ethnic backgrounds in all communities causing a significant societal and economic cost; and,
WHEREAS, promoting awareness provides individuals in the problem gambling community an opportunity to educate the public and policymakers about the social and financial effectiveness of services available for problem gambling; and,
WHEREAS, problem gambling is treatable and treatment is effective in minimizing the harm to both individuals and society as a whole; and,
WHEREAS, the state offers a myriad of services aimed at treating problem gambling, including educational prevention programs, residential treatment, outpatient counseling and aftercare programs throughout the state, a toll-free Louisiana Problem Gamblers Helpline 1-877-770-STOP that answers calls from people seeking help with gambling problems, and a website aimed at the prevention of problem gambling; and,
WHEREAS, Louisiana was one of the first states to have state funded programs such as the residential treatment facility, Center of Recovery-CORE in Shreveport for problem gamblers; and,
WHEREAS, numerous individuals, professionals and organizations have dedicated their efforts to public education about problem gambling, prevention of problem gambling, along with the availability and effectiveness of treatment services.
NOW, THEREFORE BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 2019 AS

“PROBLEM GAMBLING AWARENESS MONTH”

IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO HELP SPREAD THE MESSAGE THAT THERE IS HELP FOR PROBLEM GAMBLERS THROUGH TREATMENT AND TO SUPPORT THOSE WHO ARE IN TREATMENT AND RECOVERY AND THEIR FAMILIES.

s/LARRY COCHRAN
LARRY COCHRAN
PARISH PRESIDENT
s/PAUL J. HOGAN, PE
PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B
s/TERRELL D. WILSON
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

Problem Gambling Awareness Month 2019.pcl

s/WENDY BENEDETTO
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A
s/WILLIAM BILLY WOODRUFF
WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
s/TRACI A. FLETCHER
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, through services, Lions Clubs have impacted the lives of millions of people; and,
WHEREAS, the Lions engage our youth – by helping to organize and participate in service projects which may include school or community facility cleanups or a visit to a home for senior citizens or a children’s hospital; and,
WHEREAS, the Lions share the vision – by planning vision health projects in working with the visually impaired, by organizing vision screenings, volunteering at nearby Lions Eyeglass Recycling Centers, and by organizing an eyeglass collection; and,
WHEREAS, the Lions relieve the hunger – by organizing food drives and projects to feed the hungry, to help alleviate hunger by planning events to collect and distribute food; and,
WHEREAS, the Lions protect our environment – by implementing projects that improve and protect the environment which may include organizing a highway cleanup, planting trees, or planning a community “Earth Day” event; and,
WHEREAS, it is the desire of the Parish Council and the Parish President to bring this most worthy organization to the attention of the Citizens of St. Charles Parish.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 2019 AS

"LIONS MONTH
IN ST. CHARLES PARISH"

s/LARRY COCHRAN
LARRY COCHRAN
PARISH PRESIDENT
s/PAUL J. HOGAN, PE
PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B
s/TERRELL D. WILSON
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

s/WENDY BENEDETTO
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A
s/WILLIAM BILLY WOODRUFF
WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
s/TRACI A. FLETCHER
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, there are an estimated 30 million Americans with kidney disease, and most do not know they have it; and,
WHEREAS, one in three American adults is at risk for chronic kidney disease; and,
WHEREAS, in Louisiana, there are over 460,000 citizens with chronic kidney disease, over 10,000 kidney patients on dialysis, and over 1,800 kidney patients waiting for a life-saving kidney transplant; and,
WHEREAS, it is critical that attention be brought to this often overlooked, but increasingly common disease whose major risk factors are diabetes, high blood pressure, a family history of kidney failure, and age over 60. If left untreated, kidney disease can lead to kidney failure; and,
WHEREAS, the month of March is National Kidney Month. The National Kidney Foundation of Louisiana – the major statewide voluntary non-profit health organization dedicated to preventing kidney disease, improving the health and well-being of individuals affected by this disease, and increasing the availability of all organs for transplantation – is calling on all Louisiana citizens to heart their kidneys and their overall health, and get tested if they are at risk.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MARCH 2019 AS
NATIONAL KIDNEY MONTH

IN

ST. CHARLES PARISH

s/LARRY COCHRAN
LARRY COCHRAN
PARISH PRESIDENT
s/PAUL J. HOGAN, PE
PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B
s/TERRELL D. WILSON
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

s/WENDY BENEDETTO
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A
s/WILLIAM BILLY WOODRUFF
WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
s/TRACI A. FLETCHER
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2019-0042

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of **"NO PARKING"** signs along the southwest corner of Easy Street and Touchard Lane in Des Allemands.

WHEREAS, vehicles and utility trailers continuously park in the right-of-way at the intersection of Easy Street and Touchard Lane which blocks the view of motorists and sometimes protrudes into the travel lane; and,

WHEREAS, parking in the right-of-way poses a safety hazard to those traversing the intersection; and,

WHEREAS, no parking signs are needed at the approximate locations as shown on a drawing, two placed on Easy Street and two placed on Touchard Lane, in order to eliminate the safety hazard.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that **"NO PARKING"** signs be installed along the southwest corner of Easy Street and Touchard Lane in Des Allemands.

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

YEAS: HOGAN

NAYS: BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON MARCH 11, 2019.

2019-0042 FAILED NO PARKING-Touchard Lane Easy Street Des Allemands (2-7-19) (1_2-18-19) REVISED

2019-0044

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B

An ordinance to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

- WHEREAS,** on January 22, 2019, the St. Charles Parish Council adopted Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement; and,
- WHEREAS,** Resolution No. 6392 actually waived the subdivision regulation requirement that a right-of-way be provided for a public street in which it and all utilities are to be located and dedicated to the Parish; and,
- WHEREAS,** what was advertised on the January 22nd agenda did not give any indication to the public that this waiver would allow for a private street located on private property with lots to be served by public utilities; and,
- WHEREAS,** the advertisement on the January 22nd agenda was improper in that it did not describe what development the waiver was to be granted to; and,
- WHEREAS,** Mr. Joey Murray of Murray Architects, representing MHI Investments, LLC, advised the Council at the council meeting that what the developer is planning on doing is dedicating servitudes in full for water, sewerage, and drainage and that the street would remain private; and,
- WHEREAS,** the subdivision regulations do not provide for street right-of-ways to be waived in order to create a private street served by public utilities at taxpayer's expense for maintenance and repairs; and,
- WHEREAS,** the Council was incorrectly informed as evidenced by members stating at the meeting that the proposed street was not to have a cul-de-sac, a cul-de-sac of which proof of its existence is provided in the subdivision construction plans that were approved by the Planning & Zoning Commission; and,
- WHEREAS,** at the Council meeting, Planning Administrator Earl Matherne incorrectly advised the Council that "There's nowhere in there (the codes) that says you have to create a public street" when the codes actually require dedication of the street right-of-ways to the Parish along with the utilities being located within it; and,
- WHEREAS,** the subdivision regulations provide for waivers if the literal enforcement of the regulation (i) is impracticable, or (ii) will exact undue hardship because of peculiar conditions pertaining to the land in question; and,
- WHEREAS,** the subdivision regulations state that the Planning & Zoning Commission, with a supporting resolution of the Council, may grant a waiver or modification of these regulations only when such requests meet the conditions of this subsection (i, ii noted above) and are not detrimental to the public interest; and,
- WHEREAS,** the segment of street being constructed is an extension of a an existing public street, and whereby having this extension be public as required by the subdivision regulations, (i) is not impracticable, and (ii) will not exact undue hardship because of peculiar conditions pertaining to the land in question; and,
- WHEREAS,** having this street be private and served with public utilities is detrimental to the public interest in that the public's tax dollars would be responsible for maintaining these public utilities serving a private subdivision development; and,
- WHEREAS,** Planning & Zoning Director Michael Albert stated at the Council meeting that the "Literal enforcement of the provisions of the code may be impracticable because of the nature of Oak Alley dead ending into the subdivision as existing"; and,
- WHEREAS,** dead end streets are provided for in the subdivision regulations by means of providing a cul-de-sac at the end of such streets which are to be dedicated to the Parish as many have in numerous subdivisions throughout the Parish; and,
- WHEREAS,** the relative provisions of the subdivision regulations makes any claim that this dead end street being public would be "impracticable", or it being public would "exact undue hardship because of peculiar conditions pertaining to the land in question" totally spurious; and,

WHEREAS, Ormond Center, which was mentioned at the Council meeting, was private development created by permit applications, unlike by means of a subdivision development as is Oak Alley Subdivision; and,

WHEREAS, an action of the Council in 2014 approved a resolution providing mandatory supporting authorization to endorse the resubdivision of the private development known as Ormond Center into lots with waivers to the required 60' width on a developed public street and to the requirements that all side lot lines be at right angles to straight street lines; and,

WHEREAS, the Council was told at the January 22, 2019 Council meeting that precedent had been set when this 2014 action was taken; and,

WHEREAS, Ormond Center was a private development that was requesting to be subdivided such that it would be allowed to have its own private street to which adjacent lots were to be created in order to be sold and which were to be accessed by means of access servitudes given by the private street owner, unlike the action provided for in Resolution No. 6392; and,

WHEREAS, the Home Rule Charter provides for the Parish President to have the ability to veto resolutions; and,

WHEREAS, Parish President Cochran failed to veto the supporting resolution approved by the Council despite it not meeting the criteria required in order for the resolution for the waiver to be approved; and,

WHEREAS, the relevant documents which provides the basis for which this ordinance commands approval are attached to File No. 2019-0025; and,

WHEREAS, as the Parish-Wide Elected Official from Division B who took an oath of office to faithfully uphold our laws as did all Councilmembers and Parish President Cochran, it is our duty to rescind Resolution No. 6392 which was approved based upon being provided misinformation and it not meeting any of the requirements needed for the waiver to be granted.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS

SECTION I. That Resolution No. 6392 adopted on January 22, 2019, is hereby rescinded.

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

YEAS: HOGAN

NAYS: BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON MARCH 11, 2019.

2019-0051

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

ORDINANCE NO. 19-3-1

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days.

WHEREAS, Ordinance No. 18-5-11 adopted May 21, 2018, by the St. Charles Parish Council awarded construction of the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17, to Gootee Construction, Inc. of Metairie, LA; and,

WHEREAS, Ordinance No. 18-10-8 adopted October 1, 2018, by the St. Charles Parish Council approved Change Order No. 1 which increased the contract amount by \$53,464.00; and,

WHEREAS, the decrease in the contract amount of \$100,000.00 is a result of a contingency allowance that was included in the original base bid and an increase in the contract time of 60 days is due to unforeseen conditions. Final contract price will be \$990,364.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 (Final) for the St. Charles Parish Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 11th day of March, 2019, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Spataro
DLVD/PARISH PRESIDENT: March 12, 2019
APPROVED: [Signature] **DISAPPROVED:**

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: March 13, 2019
AT: 3:25pm **RECD BY:** [Signature]

CHANGE ORDER

No. 2

DATE OF ISSUANCE: January 29, 2019

EFFECTIVE DATE: March 12, 2019

OWNER: ST. CHARLES PARISH COURTHOUSE
CONTRACTOR: GOOTEE CONSTRUCTION, INC.
Contract: GB-07-1-17
Project: ST. CHARLES PARISH COURTHOUSE CHILLER REPLACEMENT
OWNER's Contract No. GB-07-1-17
ENGINEER's Contract No. 1701002
ENGINEER: HUSEMAN & ASSOCIATES, LLC

You are directed to make the following changes in the Contract Documents:

Description:

- 1. Deductive change order for the \$100,000 allowance.
- 2. Contractor requesting sixty (60) days of time be added to the contract schedule. This would make the contractual completion date 2/8/19. Extension request due to equipment delivery delays and unforeseen conditions encountered with existing control valve actuators. Delivery of the cooling tower basin heaters was delayed with the delivery date of 1/18/19. The tower basin heaters have since been installed and are and under normal operating conditions. The new boiler control modules were also delayed with a delivery date of 1/29/19. Two (2) condenser water control valve actuators were found to be inoperable and have since been replaced and under normal operating conditions.

Reason for Change Order:

To document deductive change order and request extension for proper completion of work.
Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,036,900.00</u>	Original Contract Times: Substantial Completion: <u>180 days: December 10, 2018</u> Ready for final payment: <u>230 days: January 25, 2019</u> (days or dates)
Net increase (decrease) from Original Contract Price from previous Change Order No. 1 : \$ <u>53,464.00</u>	Net change from previous Change Orders No. 1 to No. 2: Substantial Completion: <u>0 days: December 10, 2018</u> Ready for final payment: <u>0 days: January 25, 2019</u> (days)
Contract Price prior to this Change Order: \$ <u>1,090,364.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>180 days</u> Ready for final payment: <u>230 days</u> (days or dates)
Net increase (decrease) of this Change Order: \$ <u>(100,000.00)</u>	Net increase (decrease) this Change Order: Substantial Completion: <u>60 days</u> Ready for final payment: <u>60 days</u> (days)
Contract Price with all approved Change Orders: \$ <u>990,364.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>240 days: February 8, 2019</u> Ready for final payment: <u>290 days: March 25, 2019</u> (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 2/13/19

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 3-12-19

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 2/13/19

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

2019-0052

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF EMERGENCY PREPAREDNESS)

ORDINANCE NO. 19-3-2

An ordinance to approve and authorize the execution of a Contract between Witt O'Brien's, LLC and St. Charles Parish in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002.

WHEREAS, St. Charles Parish is in need of an update to the Hazard Mitigation Plan in order to review hazards, reprioritize mitigation activities, and as a requirement to receive Federal mitigation grants; and,

WHEREAS, the Parish has secured Federal funding through FEMA's Pre-Disaster Mitigation Grant Program, PDMC-PJ-06-LA-2017-002, in the amount of \$63,450.00 for the plan update; and,

WHEREAS, the Parish has complied with Federal procurement regulations by conducting a qualifications based procurement process to select a qualified firm, including advertising a Request for Proposals and forming a selection committee to evaluate respondents' qualifications to select the most qualified respondent; and,

WHEREAS, the results of the evaluation yielded Witt O'Brien's, LLC, as the highest scoring respondent; and,

WHEREAS, it is the desire of the Parish and Witt O'Brien's, LLC to enter into a Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract between St. Charles Parish and Witt O'Brien's, LLC, in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002, is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 11th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: March 12, 2019

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: March 13, 2019

AT: 3:25 pm RECD BY: [Signature]

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract
for

Program Administrative/Management Services for the Hazard Mitigation Plan Update

PART I

This Contract for program administrative/management services is made and entered into this 13th day of March, 2019, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Larry Cochran, Parish President, hereunto duly authorized, and Witt O'Brien's, LLC, a Delaware limited liability company (hereinafter called the CONSULTANT), acting herein by Greg Fenton, Chief Operating Officer, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH is in need of an update to the Hazard Mitigation Plan (hereinafter called HMP or Plan) which requires the reconvening of the steering committee, review of hazards, and reprioritization of mitigation activities in accordance with all local, state, and federal regulations; and

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain program administrative/management services in the implementation of its HMP update:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its HMP Update by performing the following scope of services, including but not limited to:

Task 1 - Planning Process:

- The Plan will describe the process used to review and analyze each section of the Plan (i.e. Planning Process, Risk Assessment, Mitigation Strategy, and Plan Maintenance).
- If the Steering Committee concludes that some sections of the Plan warrant an update and others do not, the process used to make that determination will be documented.
- The Plan maintenance section will include a description of how the community was kept involved during the Plan maintenance process (44 CFR 201.6(c) (4) (iii)) over the past five years.

Task 2 - Risk Assessment:

- The local risk assessment update will address any newly identified hazards that have been determined to pose a threat.
- The Plan update will continue to describe occurrences of hazards included in the previously approved Plan, and discuss new occurrences of hazard events. The updated Plan will incorporate any new historical records or hazard data related to profiling hazards.
- Any maps included in the updated Plan will be consistent with the updated information.
- The vulnerability overview in the updated Plan will describe any changes, clarifications, or refinements to the summary described in the previously approved Plan. It will continue to include, by type of hazard, a general description of the types of structures affected by the hazard.
- The Plan will address repetitive loss structures in the risk assessment by describing the types (residential, commercial, institutional, etc.) and estimate the numbers of repetitive loss properties located in identified flood hazard areas.
- Where vulnerability to previously identified hazards has changed, the Plan will incorporate this information into the updated risk assessment.
- If the previously approved Plan identified that data deficiencies would be addressed at a later time, then the deficiencies will be considered for incorporation in the updated Plan. If the data deficiencies have not been resolved, they will be addressed along with an explanation of why they have not been resolved.
- The process will include an updated RL Strategy that will update the cost estimating guidance for current market rates and new relevant information. The Consultant will contact the property owner(s) for severe repetitive loss and repetitive loss structures that have been added to the Parish's comprehensive repetitive loss list within the last five to seven years to ascertain their interest in elevating and, when interested, Consultant will document hazard mitigation application information needed such as, property owners' information, photographs, and structure information, including square footage, type of structure, etc.

Task 3 - Mitigation Strategy:

- The Plan will document the goals that were re-evaluated and note the ones that were determined to remain valid and effective.
- The Plan update provides an opportunity to reconsider the range of specific actions. If the mitigation actions remain unchanged from the previous Plan, then the update will indicate why changes are not necessary.
- The Plan will describe the Parish's participation in the NFIP and will identify, analyze, and prioritize actions related to continued compliance with the NFIP.
- The Plan will identify the completed, deleted, or deferred actions or activities from the previously approved Plan as a benchmark for progress. If the mitigation actions or activities remain unchanged from the previously approved Plan, the updated Plan will include in its prioritization any new mitigation actions identified since the previous Plan was approved or through the Plan update process.

Task 4 - Plan Maintenance:

- As part of the planning process, the community reviews and analyzes the previously approved Plan's method and schedule for monitoring and updating the Plan, such as strengths and weaknesses and

what elements, if any, have changed. The updated Plan will include the method and schedule that will be used over the next five years to monitor, evaluate, and update the Plan.

- The updated Plan will continue to describe how the mitigation strategy, including goals and objectives, and mitigation actions will be incorporated into other planning mechanisms, and also indicate how information contained in the Plan, including hazard identification and the risk assessment, will be integrated into other planning mechanisms.
- The Plan will address the process used to keep the community involved over the previous five years. The Plan will also describe the process used to solicit public involvement during the Plan maintenance process over the next five years.

Plan Hazard Mitigation Plan Adoption and Approval

- LOCAL ADOPTION: The Parish will provide documentation (i.e. Resolution) for adoption of the Plan by the Parish Council.
- PLAN APPROVAL: The adopted Plan will be submitted to the Governor’s Office of Homeland Security and Emergency Preparedness (hereinafter called GOHSEP) on or before the termination date for initial review and forwarding to the Federal Emergency Management Agency (hereinafter called FEMA)/Region 6 Office for final review and approval.

The Scope of Services shall be performed under and at the direction of the Parish President, or his/her designee.

3. Period of Performance

The services of the CONSULTANT shall commence upon the issuance of written Notice to Proceed by the PARISH. Such services shall be continued in such sequence as to assure securing FEMA, GOHSEP, and PARISH final approval and adoption of the HMP update prior to the PARISH’S current HMP expiration date of February 17, 2020. In any event, all of the services required and performed hereunder shall not be considered completed until the PARISH has received FEMA, GOHSEP and PARISH final approval of the HMP.

4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of \$83,946.00 as compensation for the Scope of Services. The method of payment to the CONSULTANT is as outlined in the table below:

Task	Description	Payment
1	Completion of the Planning Process Meeting	15%

2	Completion of the Risk Assessment Meeting	25%
3	Completion of the Mitigation Strategy Meeting	20%
4	Completion of the Plan Maintenance Meeting	5%
5	Completion of the Draft Presentation Meeting	15%
6	GOHSEP/FEMA/Council Approval of the updated plan	20%

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month and following the completion of each Task as outlined above, within a reasonable time frame, but no later than 45 days. Each invoice amount due shall correspond with the Task complete for the period less any previous payments. CONSULTANT will provide two (2) sets of invoices, separating the firm fixed price invoice and the reimbursable expense invoice for each calendar month. Payment of any undisputed amount is due 30 days after receipt of each invoice. Invoices are considered accepted by the PARISH unless a written notice explaining rejection of specific charges is provided to CONSULTANT within ten (10) days from date electronically submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by CONSULTANT and will be paid by the PARISH for invoices aging beyond 30 days until invoice is paid in full.

6. Ownership of Documents

All documents, including meeting documentation, HMP drafts, field notes, Repetitive Loss Homeowner documentation collected, and other data are the property of the PARISH. The CONSULTANT may retain reproducible copies of the HMP and other documents.

7. Liability

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards and shall be liable to PARISH for any damages the PARISH sustains to the extent caused by any act or omissions of the CONSULTANT’S negligence in the performance of services under this Contract.

Each party expressly waives and releases the other Party and its subcontractors from, and against, any and all punitive, indirect, special, exemplary and consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause or legal theory of recovery, including negligence, gross negligence or willful misconduct of the Party being released.

8. Insurance

- a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE

HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.

- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- i. St. Charles Parish may examine all insurance policies.
- j. 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.
- k. CONSULTANT shall indemnify and save harmless the PARISH 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 reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative, and will be retained for five (5) years from the official date of the final closeout of the associated federal award (FEMA Pre-Disaster Mitigation Program FEMA Project #: EMT-2018-PC-0002

A-0; GOHSEP Project #: PDMC-PJ-06-LA-2017-002), unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

This Agreement is subject to the provisions titled, "PART II, Compliance Provisions for Federally Assisted Professional Services Contracts" consisting of twelve (12) pages, attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

11. Address of Notices and Communications

PARISH
Mr. Larry Cochran
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, LA 70057

Witt O'Brien's, LLC
Cheryl Joiner
Director of Contracts
818 Town & Country Blvd., Suite 200
Houston, TX 77024
Phone: 281-606-4721
contractrequests@wittobriens.com with
a copy to cdetillieu@wittobriens.com

With a copy to:

Mr. Billy Raymond
Chief Administrative Officer
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057

Legal Notices to:

Witt O'Brien's, LLC
Attention: Legal Counsel
2200 Eller Drive
Fort Lauderdale, FL 33316
Email: blong@ckor.com with
a copy to cdetillieu@wittobriens.com

12. Jurisdiction

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

13. Headings

Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

14. Entire Contract

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

15. Termination by the Parties

If, through any cause, the either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, the other party shall thereupon have the right to terminate the Contract, without prejudice to any other rights or claims which it may have under this Contract, upon providing prior written notice to the other party and at least ten (10) days opportunity to cure such breach. In any event, the PARISH shall pay all fees due and expenses incurred for Services rendered through the date of termination.

16. Authorization

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

<u>Ren S. Dalcherry</u> Witness	St. Charles Parish
<u>Billy Raymond</u> Witness	BY: <u>[Signature]</u> Larry Cochran Parish President
<u>Dan [Signature]</u> Witness	Witt O'Brien's, LLC
<u>Raquel Ramiz</u> Witness	BY: <u>[Signature]</u> Greg Fenton Chief Operating Officer

EXHIBIT A
ST. CHARLES PARISH
Professional Services Contract
for
Program Administrative/Management Services for the Hazard Mitigation Plan Update

PART II
Compliance Provisions for Federally Assisted Professional Services Contracts

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, 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 Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **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, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained 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).

3. **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, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

- 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. **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 three (3) years from the date of submission of the grantee's final expenditure report.

8. **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.

9. **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.

10. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 contracting 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.

16. 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>.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

**JOINT UNANIMOUS WRITTEN CONSENT
OF
THE SOLE MEMBER AND THE BOARD OF MANAGERS OF
O'BRIEN'S RESPONSE MANAGEMENT, L.L.C.
IN LIEU OF ANNUAL MEETING**

The undersigned, being the sole member (the "**Member**") and all of the managers of the Board of Managers (the "**Board**") of O'Brien's Response Management, L.L.C., a Delaware limited liability company (the "**Company**"), hereby consent, approve and adopt the following resolutions as if duly adopted at a formal meeting of the Board and the Member held for this purpose:

WHEREAS, the sole Member and the Board desire to adopt resolutions by unanimous written consent in lieu of the annual meeting of the sole Member and the Board for 2018.

NOW, THEREFORE, BE IT

RESOLVED, that the undersigned hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given; and be it further

RESOLVED, that any and all acts of the managers, officers, employees, agents and representatives of the Company, taken pursuant to the minutes of any meetings of, and any resolutions adopted by unanimous written consent of the Member and the Board since the last annual meeting are ratified, affirmed and approved in every respect; and be it further

RESOLVED, that the following persons are hereby appointed to serve on the Company's Board until the next annual meeting of the Member or until their successors are duly appointed and qualified, except in the event of earlier termination of term of office through death, resignation, removal or otherwise:

Tim Whipple
Gregory Fenton
Paul Murray

and be it further

RESOLVED, that the following persons are hereby elected to the offices set forth opposite their names, to hold office until the first meeting of the Board following the next annual appointment of managers and until their respective successors shall have been duly elected and qualified, except in the event of earlier termination of term of office through death, resignation, removal or otherwise:

Tim Whipple
Gregory Fenton

Chief Executive Officer
Chief Operating Officer

Paul Murray
Michael Gallagher
Patrick Knapp
Lisa Manekin
William C. Long

Chief Financial Officer
Senior Managing Director
Vice President – Response Operations
Treasurer
Secretary

and, be it further

RESOLVED, that the Amended and Restated Signature Authorizations set forth on Schedule A, attached hereto (the “*Signature Authorizations*”), are hereby approved effective as of the date hereof and supersede all prior authorizations; and be it further

RESOLVED, that each of the Chief Executive Officer and Chief Operating Officer, is hereby authorized to amend the Signature Authorizations from time to time as he deems necessary and appropriate to carry out the business purposes of the Company, and to execute, certify, and deliver documentation evidencing such authorization; and be it further

RESOLVED, that (a) the undersigned may evidence their consent to this Joint Unanimous Written Consent by (i) executing a counterpart hereto and delivering the same to the Company in paper form, by facsimile or electronic mail in portable document format (PDF) or (ii) electronic transmission (i.e., email) stating that such person consents to actions set forth in the Joint Unanimous Written Consent, and (b) this Joint Unanimous Written Consent shall be effective for all purposes as of the latest date consent hereto is received by one of the means referenced in clause (a) above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Joint Unanimous Written Consent on the dates set forth below.

MEMBER

WITT O'BRIEN'S, LLC

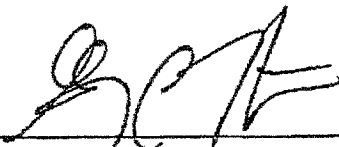


Tim Whipple, Chief Executive Officer
Dated: 8/21/18

MANAGERS



Tim Whipple
Dated: 8/21/18



Gregory Fenton
Dated: 8/21/18

[SIGNATURE PAGE TO JOINT UNANIMOUS WRITTEN CONSENT OF THE SOLE MEMBER AND BOARD OF MANAGERS OF
O'BRIEN'S RESPONSE MANAGEMENT, L.L.C.]

SCHEDULE A

O'BRIEN'S RESPONSE MANAGEMENT, L.L.C. SIGNATURE AUTHORIZATIONS

(Amended and Restated as of August 21, 2018)

General

The Board of Managers (the "**Board**") and officers of O'Brien's Response Management, L.L.C. (the "**Company**") are authorized to sign contracts, insurance documents, statements, amendments, and other miscellaneous documents, in the name of, and on behalf of, the Company that are required in the ordinary course of the Company's daily business activities, except if such contracts or documents directly relate to actions that require prior approval of the Board. Additionally, the Board and officers of the Company may delegate signature authority to an employee provided such authorization is in writing.

Bank Accounts

The following persons are authorized to draw checks on behalf of the Company from Company accounts, when such checks are signed with the signature of such person certified to such financial institution by the Secretary of the Company:

Bruce Weins	Chief Financial Officer (SEACOR Holdings Inc.)
Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
Lisa Manekin	Treasurer

Client Contracts and Proposals

The following persons are authorized to sign contracts in the name of, and on behalf of, the Company, governing the performance of work and/or services to its clients, including any ancillary documents, amendments, task orders, purchase orders, and/or extensions related thereto ("**Client Contracts**"), and to sign proposals including any associated ancillary documents, in the name of, and to be submitted on behalf of, the Company in response to requests for proposals ("**Proposals**"), and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
William C. Long	Secretary

The following employees are authorized to sign Client Contracts (in the form approved by the Company as a standard contract form) and Proposals including any associated ancillary documents, on behalf of the Company, for services with a value up to \$50,000.00, and for services with a value over \$50,000.00, with prior written authorization by the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer and to execute, certify, and deliver documentation evidencing such authorization:

Michael Gallagher Senior Managing Director
Patrick Knapp Vice President – Response Operations

The following person is authorized to sign Client Contracts and Proposals including any associated ancillary documents on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization, with prior written approval from the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer:

Cheryl Joiner Director Contract & Compliance

The following person is authorized to sign Proposals including any associated ancillary documents on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization, with prior written approval from the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer:

Heather Stickler Vice President of Marketing

Non-Disclosure/Teaming Agreements

The following persons are authorized to sign non-disclosure/confidentiality agreements, and teaming agreements on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
Cheryl Joiner	Director of Contracts & Compliance

Vendor Contracts

The following persons are authorized to sign contracts with persons or entities that will provide products and/or services to the Company, including but not limited to subcontractor agreements, IT agreements, office supply agreements, equipment leases and the like, on behalf of, and in the name of the Company, and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
Cheryl Joiner	Director of Contracts & Compliance

Offer Letters

Metha Vasquez, Director of Human Resources, is authorized to sign offer letters on behalf of the Company, in connection with the employment or engagement of an individual to provide services to the Company provided that she consults with, and obtains the consent of, the Chief Executive Officer of the Company to proceed with the offer, and to execute, certify, and deliver documentation evidencing such authorization.

EXHIBIT C

ST. CHARLES PARISH

Hazard Mitigation Plan Update

NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

Greg Fenton, being first duly sworn, deposes and says that:

- (1) He is the Chief Operating Officer of
(Owner, Partner, Officer, Representative or, Agent)
Witt O'Brien's, LLC, the Bidder, and that
(Name of Proposer)
the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;
- (2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;
- (3) The Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;
- (6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;

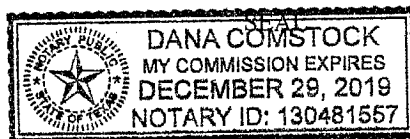
Bidder Witt O'Brien's, LLC
By [Signature]
Title COO

Subscribed and sworn to before me

this 7th day of February, 2019 at Harris Co., Texas
Louisiana

My commission expires 12-29-19

[Signature]



2019-0053

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF ANIMAL CONTROL)

ORDINANCE NO. 19-3-3

An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-6.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

WHEREAS, the amendment of the current dangerous dog laws for St. Charles Parish, Louisiana is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions. be hereby amended with new text underlined and deleted text in strikethrough:

Sec. 4-1. Definitions.

~~At large:~~ An animal shall be deemed to be at large if off the premises of its owner and/or keeper and not under the immediate control of a responsible person. Any dog or cat that is not within the confines of its owner's home, fencing or fencing system, dog pen, primary enclosure or automobile and that is not on a tether which restricts the animal to the confines of its owner's property, nor on a leash no longer than six (6) feet long shall be considered at large. Pit bulls and bully mixes cannot be tethered. Exception: Hunting or stock dogs, show dogs and cats, government or law enforcement dogs actively being worked or other animals being worked or shown under the physically present supervision of their owners or agents or employees of owners are excepted.

~~Fierce, dangerous or vicious animal:~~

(1) ~~Fierce animal~~ means any dog or other animal:

- a. ~~Which is not securely confined and jeopardizes any postal carrier, meter reader, utility or building inspector or other lawful invitee on the property of the owner; or~~
- b. ~~Which chases vehicles on public property in a menacing or terrorizing manner; or~~
- c. ~~Which upon review of the facts is declared and designated a fierce animal, after an inquiry with the animal control supervisor.~~

(2) ~~Dangerous animal:~~ means any dog or other animal:

- a. ~~Which when unprovoked:~~
 1. ~~Bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal on public or private property; or~~
 2. ~~Chases or approaches a person upon the streets, sidewalks or on any public grounds in a menacing or terrorizing manner or apparent attitude of attack; or~~
- b. ~~Which has a known propensity or disposition to attack unprovoked, to cause injury or otherwise endanger the safety of human beings or domestic animals; or~~
- c. ~~Which has undergone quarantine for rabies observation two (2) or more times within a two-year period; or~~
- d. ~~Any animal, which is deemed dangerous by the animal control supervisor.~~

(3) ~~Vicious animal~~ means any dog or other animal:

- a. ~~Has without provocation:~~
 1. ~~Inflicted severe injury on a human being on public or private property; or~~
or
 2. ~~Has killed a domestic animal without provocation while off the owner and/or keeper's property; or~~

3. ~~Has previously been found to be a "dangerous animal: the owner and/or keeper having received notice of such and the animal again bites, attacks or endangers the safety of human beings or domestic animals; or~~
- b. ~~Which is owned or harbored primarily or in part for the purpose of dog fighting; or~~
- c. ~~Which would otherwise be deemed dangerous, but upon review of the facts by the animal control supervisor designated a vicious animal.~~

Minor Injury: The injury results in a superficial wound such as a scratch, laceration, bruise or minor tissue swelling.

Moderate Injury: The injury may require sutures, but does not result in temporary or permanent disfigurement, permanent pain or risk of death.

Severe Injury: The injury results in a physical condition serious enough to require any of the following:

- (1) Hospitalization or prolonged treatment, physical harm involving substantial risk of death;
- (2) Physical harm involving substantial risk of death; or rabies exposure or
- (3) Physical harm involving partial or permanent disfigurement.

Provocation: Overt act(s) by a person, which would reasonably be expected to harass, irritate, or aggravate a dog to the point of aggression. This includes, but is not limited to, hitting or approaching a dog in a menacing fashion, but does not include any act by a person, reasonably seen by that person, as necessary to intervene to protect himself or another person or livestock or domestic animal or fowl. An unauthorized intruder or a wild or domestic animal shall be deemed to have provoked a dog by the act of entering the owner's dwelling or enclosed premises not normally accessible to the public.

Unauthorized Intruder: Means any person who enters a dog owner's apartment, house, business or enclosed premises not normally accessible to the public with the knowledge that he not does have the dog owner's permission to do so.

SECTION II. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-6. Fierce, dangerous or vicious animal. be hereby amended with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-6. Potentially Fierce, dangerous, dangerous or vicious animal dogs.

~~(a) Any animal classified as fierce, dangerous or vicious by its actions or through evaluation by an animal control officer, which subsequently attacks, causes injury, or otherwise exhibits a propensity to endanger the safety of human beings or domestic animals shall require such animal to be registered with the animal control office. Issuance of a permit, which is renewable each year from the anniversary date of such issue, and a signed statement attesting under oath that said owner and/or keeper, has met the following requirements:~~

- ~~(1) A fence or structure of at least six (6) feet in height, forming a pen suitable to prevent the unauthorized entry of human beings, and suitable to confine a fierce, dangerous or vicious animal. Such enclosure shall be securely closed and locked at all times and shall have secure sides. Such structures shall further have a secure bottom sufficient to prevent said animal from digging its way under and/or out of the said enclosure. The enclosure shall be located in a secure fenced area so as to prevent any person, except under conditions supervised by the animal's owner, from gaining any contact with the said animal. The enclosure shall have adequate shelter for the animal consisting of at least a roof and three sides. The dimensions of the enclosure shall meet or exceed the width of eight (8) feet and depth of eight (8) feet. Said structure shall be complete and ready for occupancy prior to the effective date of the permit for which application is being made.~~

- ~~(2) The above-classified animal shall be penned in a proper enclosure at all times when the animal is not confined and supervised within the owner's and/or keeper's dwelling, or being moved or exercised.~~
- ~~(3) It is unlawful for any owner and/or keeper to allow any classified animal outside the dwelling of the owner and/or keeper, or outside of the herein above defined enclosure without restraints on a leash and collar having a minimum tensile strength of three hundred (300) pounds and not exceeding six (6) feet in length. The animal shall be kept under the direct control and supervision of owner and/or keeper at all times. The owner and/or keeper shall display in a prominent place on the premises on which the animal is kept a sign warning that a fierce, dangerous or vicious animal is housed on the premises. Such sign shall be easily readable by the members of the general public and intelligible to young children and/or those who are unable to read and write the English language. A similar sign shall be posted on the animal's pen. These signs must be posted within thirty six (36) hours.~~
- ~~(4) The owner and/or keeper shall provide two (2) color photographs of the animal clearly depicting color, approximate size, and facial characteristics.~~
- ~~(b) The owner and/or keeper shall notify the animal control office or the sheriff's department immediately whenever a fierce, dangerous or vicious animal is on the loose, is unconfined, has attacked another animal or has attacked a human, has died, been sold, or given away, or has been relocated. If the animal has been sold or given away, the owner and/or keeper shall provide the name, address and phone number of the new owner to the animal control office.~~
- ~~(c) Any fierce, dangerous or vicious animal can be destroyed by the animal control office or the sheriff's department if found to be in violation of this ordinance and which cannot be safely taken up or impounded. It shall be unlawful for any other person other than agents of the animal control office or the sheriff's department to kill any such animal, except under such circumstances where such action is necessary for defense or where such animal is imminently threatening attacking any person.~~
- ~~(d) Upon designation of any animal being classified as fierce, dangerous or vicious by the sheriff's department or an animal control officer as a result of a complaint or by other means, owner and/or keeper will surrender said animal to the animal control office or sheriff's department to be impounded at the parish animal shelter until the owner and/or keeper provides an enclosure for the animal as defined above or for a maximum period of thirty (30) days. After the thirty-day period set forth above, if the owner and/or keeper does not provide the proper enclosure as set forth by this section, then the said animal may be destroyed.~~
- ~~(e) Any animal that has been impounded as the result of a complaint or by other means may be required by the animal control office to be micro-chipped prior to release from impoundment. All costs associated must be paid by owner and/or keeper before release of said animal or within five (5) days of micro-chipping. Failure to cover all expenses incurred may result in euthanizing of said animal and legal charges brought against owner and/or keeper to cover all expenses plus legal fees.~~
- ~~(f) The owner and/or keeper of any animal that has been impounded as a result of a complaint, attack or other means may require said owner and/or keeper to remove the animal from the parish. Said owner and/or keeper will have ten (10) days to provide a viable plan for the removal of said animal from the parish. Any owner and/or keeper that has not presented an appropriate plan to the satisfaction of the animal control office for removal of said animal may lose all rights to said animal and said animal may be euthanized.~~
- ~~(g) The requirements of this section for the maintenance of physical control over above-described animal shall not be satisfied by the mere chaining, roping, leashing, or similar restraining of the animal to inanimate objects such as stakes, trees, posts or buildings.~~

~~(h) The provisions of this section shall not apply to proprietors of animal hospitals, to veterinarians, or to search and rescue organizations and law enforcement agencies who keep or maintain said described animal on their professional premises in the usual and normal course of business, or to zoological gardens, theatrical exhibits, or a circus provided that such animal hospital, veterinarian, zoological garden, theatrical exhibit, or circus possesses all permits required by the laws of this parish and state and complies with all other regulations concerning the keeping and maintaining of such animal.~~

(a) Determination of potentially dangerous or dangerous characteristics:

(1) Any dog may be deemed "potentially dangerous" if such dog constitutes a menace to public health or safety by committing any of the following acts:

- a. An attack or minor injury occurs, which results in injury to a person when such person is conducting himself peacefully and lawfully;
- b. The dog bites a domestic animal resulting in moderate injury while the dog is at large;
- c. The dog chases or approaches a person upon the streets, sidewalks, public grounds or property owned by a person other than the owner of the dog, in a terrorizing or menacing manner or apparent attitude of attack;
- d. A dog which on two (2) separate occasions has been observed at large, on or off the owner's property, or has been impounded at least once previously for being at large; or
- e. A dog that, in the opinion of the animal control supervisor, constitutes a threat to public safety such that the animal control supervisor recommends a dog as "potentially dangerous".

(2) The animal control supervisor may investigate reported incidents involving dogs that may be "potentially dangerous" and shall send written notification of the animal control supervisor's classification of the animal by certified mail and the last known address of the dog's owner. The classification of "potentially dangerous" shall be added to the registration records of the dog.

(3) A summons may be issued to the owner of any potentially dangerous dog alleged to be in violation of this section. The investigating officer may issue such summons upon receipt of a sworn affidavit of the complaint.

(4) Proper handling of a potentially dangerous dog:

- a. A potentially dangerous dog must be under the supervision and control of an owner over 16 years old when outside of the owner's dwelling;
- b. The dog can be off of the owner's property to be walked only if restrained by a leash, not to exceed 6 feet, which prevents its escape or access to other persons. The dog may not be taken to public parks or private dog parks;
- c. Based on the size and behavior of the dog, the owner may be required to muzzle the dog when it is on public property or those areas of private property that are unfenced and normally accessible to the public. The muzzle shall neither injure the dog nor interfere with its vision or respiration;
- d. The dog must be spayed or neutered and micro-chipped, at the owner's expense, prior to being returned to the owner, unless it is certified as unfit for surgery with documentation provided by a Louisiana Licensed veterinarian with a specific diagnosis; or
- e. The dog may be evaluated by a board certified veterinary behaviorist, certified animal behaviorist or recognized expert and may successfully complete training and any other treatment deemed necessary at the owner's expense.

(5) A dog may be deemed "dangerous" if it commits any of the following acts under the following circumstances:

- a. The dog bites a human being, resulting in moderate injury, when the person is conducting himself peacefully and lawfully;

- b. The dog, off the property of owner of offending dog, causes severe injury to a domestic animal resulting in hospitalization of the domestic animal;
 - c. The dog kills any domestic animal;
 - d. The dog is already classified as "potentially dangerous" and commits any of the acts enumerated in this section; or
 - e. An animal that, in the opinion of the animal control supervisor, constitutes a threat to public safety and recommended by the animal control supervisor to be as "DANGEROUS".
- (6) Animal control may investigate reported incidents involving dogs that may be "dangerous." Upon such investigation, if the animal control supervisor finds the dog to constitute a "dangerous dog" as defined in this section, said dog shall be impounded and so classified. The owner shall receive written notification of the animal control departments' classification of the dog. Said notification shall include the procedure for appeal. The classification of "dangerous" shall be added to the registration records of the dog.
- (7) The owner of a dog that has been classified as dangerous shall abide by the following mandates within thirty (30) days after receipt of the dog's classification as dangerous:
- a. While on the owner's property, a dangerous dog shall be securely confined indoors or in a securely locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping at times when the animal is not confined and supervised within the owner's and/or keeper's dwelling;
 - b. Such an outdoor pen or structure shall have a sealed cement floor and be surrounded by a chain link fence that is anchored to a cement slab. The pen must also have a chain link top that is securely fastened to the top of the pen. The top must also have a solid cover to protect the animal from the elements and a doghouse of proper size within the enclosure. The outdoor enclosure size will be determined by the size of the dog or dogs being housed and must be reviewed and approved by the animal control supervisor. A 6 foot fence must surround the premises, suitable to prevent the unauthorized entry of human beings and suitable for confinement of the dog;
 - c. Such enclosure shall be securely closed and locked at all times. The fence must have chain wall or cement sides to prevent said animal from digging its way under or out of the fenced area. The dog shall be penned in the proper enclosure at all times when the animal is not supervised within the owner's fenced property;
 - d. The supervisor, after reviewing the circumstances associated with each situation, shall make a determination as to whether the enclosure meets its requirements. Such enclosure shall assure the safety of the public as well as confinement of the dog in a humane, safe, sanitary and healthful environment;
 - e. The dog must remain in an interior room of house secured by a lock, when anyone is entering or exiting the house or when someone outside of the immediate family is inside the house. The room size will be determined by the size of the dog and reviewed and approved by the animal control supervisor;
 - f. The dog shall not be walked in public parks, public or private dog parks, on public sidewalks or any areas outside the owner's property except to go to the veterinarian. The dog shall be muzzled in a manner that prevents the dog from biting but shall not injure the dog or interfere with its vision or respiration and it shall be in the direct control of the owner over 16 years of age with a secure leash no longer than 6 feet in length when traveling to or from the veterinarian;
 - g. The dog shall be spayed or neutered and microchipped, at the owner's expense, prior to being returned to the owner unless it is

- certified as unfit for surgery with documentation provided by a Louisiana Licensed veterinarian with a specific diagnosis;
- h. The dog may be required to be evaluated by a board certified veterinary behaviorist, certified animal behaviorist or recognized expert and may successfully complete training and any other treatment animal control deems necessary at the owner's expense;
 - i. The owner shall pay all boarding costs to animal control, while awaiting hearing;
 - j. Animal Control shall be notified if the owner is moving the dog to new housing. Prior to a dangerous dog being sold or given away, the owner shall provide the name, address and phone number of the new owner to the animal control. Each owner shall execute a document to be supplied by Animal Control, acknowledging that said owner is aware of "dangerous" dog classification and that said owner shall comply with the requirements of this title. Animal Control shall perform a Dangerous Dog house inspection at the new residence if in St Charles Parish;
 - k. A dog that has been deemed dangerous in another parish or state must register with animal control and meet the same requirements listed in this section;
 - l. A sign indicating that a dangerous dog is housed shall be visible from the street and affixed to the entrance of the house and fence. The sign shall be at least 8"x11"with letters no smaller than 3" high;
 - m. Animal control, in the exercise of its discretion, shall have the authority to make whatever inspections are deemed necessary to ensure that the provisions recited herein are complied with;
 - n. An owner of a dangerous dog shall have said dog humanely euthanized at his expense by animal control or by a licensed veterinarian, if said owner is unable to comply with the requirements recited herein;
 - o. It shall be unlawful for any person to keep, harbor or possess a dangerous animal on a porch, patio or in any part of a house or building that would allow the animal to exit or escape on its own volition. Screened windows or screened door alone are considered inadequate;
 - p. The owning, keeping or harboring of a dangerous animal in violation of this title is deemed a public nuisance and the animal may be seized;
 - q. If animal control reasonably believes that an owner cannot or will not abide by the above requirements, a seizure warrant may be requested, pending final disposition of the case;
- (8) A "dangerous dog" that is impounded for any violation of this section, may be reclassified as a "vicious dog."
- (9) The owner of a dog that has been classified as "dangerous" may appeal this classification to the animal classification appeals committee within the ten-day period after the animal control center classifies said dog:
- a. A notice of appeal shall be filed with the animal control supervisor within ten (10) days of the receipt of notice of classification. The supervisor shall then notify the animal classification appeals committee;
 - b. The animal classification appeals committee shall hear the appeal within thirty (30) days after the owner has submitted a notice of appeal.
 - c. The classification of a dog as "dangerous" shall be revoked only by a majority vote of the animal classification appeals committee.
 - d. All decisions made by the animal classification appeals committee shall be final and binding, unless an appeal is made to a court of competent jurisdiction. Notification of said appeal must be filed ten (10) days after the animal classification appeal committee

upholding the decision to classify the said dog as "dangerous". Should a Temporary Restraining Order be received within the ten-day period, then the owner will also be responsible for payment of all boarding costs and other fees at that time as may be required to humanely and safely keep the animal at the shelter through the appeals process.

- e. Payment of all boarding costs and fees shall be placed as bond with the registry of the court in which the Temporary Restraining Order was obtained. If the dog classification is reversed, payment will be refunded.

(b) Vicious Dog

- (1) The animal control supervisor may deem a dog "vicious" if it commits any of the following acts:
 - a. **ATTACKS OR** Bites a human being resulting in severe injury or death; or
 - b. Is already classified as a "DANGEROUS" dog and commits any of the acts enumerated in Section 4-6(b)(1) above.
- (2) Animal control may investigate reported incidents involving dogs that may be "vicious." Upon such investigation, if the animal control supervisor finds the dog to constitute a "vicious dog," said dog shall be impounded and so classified. The owner shall receive written notification of the animal control supervisor's classification of the dog. Said notification shall include the procedure for appeal. The classification of "vicious" shall be added to the registration records of the dog.
- (3) Any dog that has been classified as "vicious" shall be impounded by animal control. The animal will be kept at the shelter and placed in rabies quarantine, if necessary, for the proper length of time or held for ten (10) days after the owner's receipt of notification and then shall be euthanized unless the owner initiates an appeal procedure within this ten-day period.
- (4) The owner of a dog that has been classified as "vicious" may appeal this classification to the animal classification appeals committee within the ten-day period after the animal control center classifies such dog:
 - a. A notice of appeal shall be filed with the animal control supervisor within ten (10) days of the receipt of notice of classification. The supervisor shall then notify the animal classification appeals committee;
 - b. The animal will remain impounded at animal control until such time as the animal appeals committee hears and decides the appeal of the owner. The animal classification appeals committee shall hear the appeal **within ten (10) days** after the owner has submitted notice of appeal.
 - c. The classification of a dog as "vicious" shall be revoked only by a majority vote of the animal classification appeals committee. If the committee does not revoke the "vicious dog" classification, the dog will be kept an additional ten (10) days and then be humanely euthanized, at the expense of the owner, by the animal control center. If the animal classification appeals committee revokes the "vicious" dog classification, such dog shall then be classified as "dangerous"; and its owner shall be required to comply with Section 4-6 (a)(7) above. The committee shall provide the owner with written notice of its decision by mailing the decision to the dog owner's last known address.
 - d. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal at the animal control through the appeals process.
 - e. Written notice is granted in Section 4-6 (b)(4c) above in order to give the owner of a dog classified as "vicious" time to apply to a court of competent jurisdiction for any remedies, which may be available.

- f. The owner of a dog that has been classified as "vicious" may appeal the decision of the animal classification appeals committee to uphold the "vicious" classification. A Temporary Restraining Order shall be obtained from a court of competent jurisdiction within ten (10) days of said decision in order to delay the euthanasia of such dog. Should a Temporary Restraining Order be obtained, the owner shall also be responsible for payment of all boarding costs and other fees at this time as may be required to humanely and safely keep the animal at animal control through the court appeal process.
- g. Payment of all boarding costs and fees shall be placed as bond in the registry of the court in which the Temporary Restraining Order was obtained.
- h. No person shall keep or permit to be kept within St Charles Parish any vicious dog. A dog determined to be vicious by the court shall be humanely euthanized.
- (c) Required Reporting
 - (1) Any health care provider who examines or treats any person who has been bitten by a dog or upon whom a dog has inflicted serious bodily injury shall report such bite or injury to animal control or the deputy. Such a report shall be made immediately, if possible, and in any event shall be made within 24 hours of examining the patient.
 - (2) The report shall include the following information subject to the limitations allowed by law:
 - a. The patient's name, date of birth, sex and current home and work address;
 - b. The nature of the bite or injury that is the subject of the report;
 - c. Any information about the location of the biting animal and the name and address of any known owner; and
 - d. The name and address of the health care provider.

SECTION III. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, be hereby amended by adding Section 4-6.1. Animal Classification Appeals Committee. with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-6.1. Animal Classification Appeals Committee.

(a) The Parish President shall appoint a three-member animal classification appeals committee which in its' judgment shall fairly represent animal control, animal owners and citizens of St. Charles Parish. The committee shall make decisions relating to appeals that have been initiated concerning dangerous dogs and vicious dogs.

(b) The animal classification appeals committee shall be appointed from nominations submitted to the St. Charles Parish President. One (1) member shall be a licensed veterinarian, one (1) member shall be a commissioned law enforcement officer and one (1) member shall be a member of the animal welfare society. All members must be residents of St. Charles Parish.

SECTION IV. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, be hereby amended by adding Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs. with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

(a) The owner or keeper shall present to the supervisor of animal control that the owner or keeper has procured liability insurance in the amount of at least One Hundred Thousand and No/100ths (\$100,000.00) Dollars, covering any damage or injury which may be caused by such dangerous dog during the twelve (12) month period for which licensing is sought and proof of coverage must be provided annually.

SECTION V. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-7. Penalties. be hereby amended with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-7. Penalties.

(a) Any person found guilty of violating any of the provisions of this chapter shall, for each violation, be fined not less than ~~fifty (\$50.00)~~ two-hundred (\$200.00) dollars nor more than five hundred (\$500.00) dollars plus court costs, or be imprisoned in the parish jail for not more than ~~sixty (60)~~ one hundred eighty (180) days or both.—~~Each separate day on which any violation of the provisions of this chapter is shown to have continued to exist shall constitute a separate offense.~~

(b) The owner of a dog at large that injures any person shall, upon conviction by a court of competent jurisdiction, be fined not less than five hundred (\$500.00) dollars or imprisoned for not more than thirty (30) days or both.

SECTION VI. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-10. Keeping of animals not considered pets and keeping of exotic animals. be hereby amended with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-10. Keeping of animals not considered pets and keeping of exotic animals.

(c) ~~*Bully breed and bully breed mix. American Pit Bull Terriers.*~~ All American Pit Bull Terriers must be registered with mandatory micro chip with the animal control office. Color pictures with full detail description must be filed with registration. Micro-chipping of animal is required (See subsection (e)(4)). All premises must be inspected by an animal control officer for confinement of said animal before final registration is approved. All owners and/or custodians of bully breeds and bully breeds mixed with any other breed, which are over three (3) months of age within seven (7) days of being located within St Charles Parish, Louisiana shall:

- a) Be registered with the St Charles Parish Animal Control Department;
- b) Be microchipped at the owner's expense to identify the dog's ownership; and
- c) At all times wear, around its neck, a collar of proper fit with a current rabies tag affixed thereto.

Any Animal Control Officer and/or Law Enforcement Officer, after duly identifying himself and his intent, may scan any dog that appears to meet the aforementioned criteria whether in the possession of an owner/custodian, at large or in a kennel, in order to check for registration and microchipping of the animal.

Any animal seized or found at large due to violation of Section VI shall be held no more than five (5) days, at the owner's expense, for necessary corrective actions to be satisfied. Should the requirements of this Ordinance not be satisfied within six (6) days, then the dog is deemed abandoned in favor of St. Charles Parish Animal Control.

- (1) If there is a complaint or it deemed necessary by an Animal Control Officer, the dog may require a proper enclosure as described in Section 4-10(2) below at all times when the animal is not confined and supervised within the owner's and or keeper's dwelling or being moved or exercised.
- (2) While on the owner's property, a Bully type dog shall be securely confined indoors or in a securely locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping at times when the animal is not confined and supervised within the owner's and/or keeper's dwelling;
 - a) Such an outdoor pen or structure shall have a sealed cement floor and be surrounded by a chain link fence that is anchored to a cement slab. The pen must also have a chain link top that is securely fastened to the top of the pen. The top must also have a solid cover to protect the animal from the elements and a doghouse of proper size within the enclosure. The outdoor enclosure size will be determined by the size of

the dog or dogs being housed and must be reviewed and approved by the animal control supervisor. A 6-foot fence must surround the premises, suitable to prevent the unauthorized entry of human beings and suitable for confinement of the dog.

b) Such enclosure shall be securely closed and locked at all times. The fence must have chain wall or cement sides to prevent said animal from digging its way under or out of the fenced area. The dog shall be penned in the proper enclosure at all times when the animal is not supervised within the owner's fenced property. Said enclosure shall be complete and ready for inspection by animal control and said animal occupancy within 30 days of request by Animal Control.

(3) Upon inspection by animal control, if the above requirements are not met, the animal will be impounded at the parish animal shelter for a maximum of five (5) business days until the owner and/or keeper provides and enclosure as set forth in this section for said animal. All cost of impoundment must be paid by owner and/or keeper before release of said animal. After the five (5) day period, if the owner and/or keeper does not provide the proper enclosure as set forth by this section, then the said animal may be adopted or euthanized.

(4) American Pit Bull Terriers and Wolves shall be required by the animal control office to be microchipped. All costs associated must be paid by owner and /or keeper before release of said animal. Failure to cover all expenses incurred may result in legal charges brought against owner and/or keeper to cover all expenses plus legal fees.

(d) Wolf.

(2) All wolf hybrids must be registered with the animal control office. Color pictures with full detail description must be filed with registration. Micro chipping Microchipping is required (See ~~subsection (e)(4)~~). All premises must be inspected by an animal control officer for confinement of said animal before final registration is approved.

(e) ~~American Pitt Bull Terriers and Wolf.~~

(1) ~~Shall be penned in a proper enclosure as described in subsection (e)(2) at all times when the animal is not confided and supervised within the owner's and/or keeper's dwelling, or being moved or exercised.~~

(2) ~~A fence or structure of at least six (6) feet in height, forming a pen suitable to prevent the unauthorized entry of human beings, and suitable for confinement. Such enclosure shall be securely closed and locked at all times and shall have secure sides. Such structures shall further have a secure bottom sufficient to prevent said animal from digging its way under and/or out of the said enclosure. The enclosure shall be located in a secure fenced area so as to prevent any person, except under conditions supervised by the animal's owner, from gaining any contact with the said animal. The enclosure shall have adequate shelter for the animal consisting of at least a roof and three sides. The dimensions of the enclosure shall meet or exceed the width of eight (8) feet and depth of eight (8) feet. Said structure shall be complete and ready for occupancy prior to the effective date of the permit for which application is being made.~~

(3) ~~Upon inspection by an animal control office the above requirements must be met within a thirty day period. Thereafter, the animal will be impounded at the parish animal shelter for a maximum period of thirty (30) days until the owner and/or keeper provides an enclosure as set forth in this section for said animal. All cost of impoundment must be paid by owner and/or keeper before release of said animal. After the thirty-day period, if the owner and/or keeper does not provide the proper enclosure as set forth by this section, then the said animal may be destroyed.~~

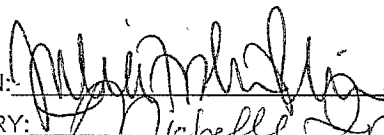
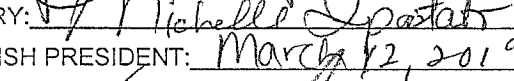
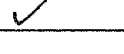
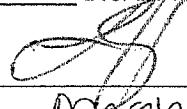
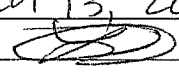
- ~~(4) Shall be required by the animal control office to be micro-chipped. All costs associated must be paid by owner and/or keeper before release of said animal or within five (5) days of micro-chipping. Failure to cover all expenses incurred may result in legal charges brought against owner and/or keeper to cover all expenses plus legal fees.~~
- ~~(5) The owner and/or keeper of said animal that has been impounded as a result of a complaint, attack or other means may require said owner and/or keeper to remove the animal from the parish. Said owner and/or keeper will have ten (10) days to provide a viable plan for the removal of said animal from the parish. Any owner and/or keeper that has not presented an appropriate plan to the satisfaction of the animal control office for removal of said animal may lose all rights to said animal and said animal may be euthanized.~~

(f) (e) *Feral cat and feral dog.*

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
 BELLOCK, FLETCHER, FISHER-PERRIER
 NAYS: NONE
 ABSENT: NONE

And the ordinance was declared adopted this 11th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
 SECRETARY: 
 DLVD/PARISH PRESIDENT: March 12, 2019
 APPROVED:  DISAPPROVED: _____
 PARISH PRESIDENT: 
 RETD/SECRETARY: March 13, 2019
 AT: 3:25 pm RECD BY: 

2019-0054

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I

ORDINANCE NO. 19-3-4

An ordinance to assign the name "Union Carbide Loop" to a private drive approximately 11,815 feet long off LA Highway 3142 which accesses several locations that should be in the E-911 address system.

WHEREAS, a gravel drive extends eastward from LA Highway 3142 approximately 5,400 feet along a railroad switch yard then approximately 875' southeast then approximately 5,280 feet westward, back to LA Highway 3142; and,

WHEREAS, the gravel drive provides access to several facilities that have utility services and should be listed Enhanced 911 Telephone System to help utilities and other service providers locate these facilities; and,

WHEREAS, representatives of Dow have requested that the drive be named "Union Carbide Loop;" and,

WHEREAS, the St. Charles Parish Council wishes to ensure that service providers can locate these properties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the gravel drive extending eastward from LA Highway 3142 approximately 5,400 feet along a railroad switch yard then approximately 875' southeast then approximately 5,280 feet westward, back to LA Highway 3142, is hereby named "Union Carbide Loop."

SECTION II. That a copy of this ordinance be sent to the St. Charles Parish Communications District, the St. Charles Parish Planning Department, and the U.S. Postal Service.

SECTION III. That the Parish Administration be directed to install the proper street sign to mark the driveway.

SECTION IV. If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION V. That the adoption of this ordinance shall not affect the status of any private or public streets, regarding maintenance or any other public facilities or services, and is for identification purposes only.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
 BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 11th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: March 12, 2019
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: March 13, 2019
AT: 3:25pm RECD BY: [Signature]

2019-0083

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)**

RESOLUTION NO. 6395

A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Magnolia Ridge Levee and Roadway Improvement (BA-0216) project in Boutte.

WHEREAS, the Magnolia Ridge Levee and Roadway Improvement project (herein after referred to as project), a phase of the West Bank Hurricane Protection Levee, is being constructed for the purpose of reducing the threat of harm to citizens and damage to property in St. Charles Parish through the prevention of storm surge and flooding; and,

WHEREAS, the project has been included in the Coastal Protection and Restoration Authority (CPRA) 2017 Coastal Master Plan as a key component of the Upper Barataria Risk Reduction System Program; and,

WHEREAS, the CPRA Fiscal Year 2019 Annual Plan budget allocated \$3,500,000 in Gulf of Mexico Energy Security Act funding to be applied to the project; and,

WHEREAS, the project has been identified as an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act of 2016; and,

WHEREAS, sufficient funds are included in the Parish's 2019 Budget to fund the local share of 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 WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for funding to complete Magnolia Ridge Levee and Roadway Improvement 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: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 11th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: March 12, 2019

APPROVED : ✓ **DISAPPROVED:**

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: March 13, 2019

AT: 3:25pm **RECD BY:** [Signature]

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF LOUISIANA,
THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY
BOARD
AND
ST. CHARLES PARISH GOVERNMENT
REGARDING
CONSTRUCTION OF MAGNOLIA RIDGE LEVEE AND ROADWAY
IMPROVEMENT (BA-0216)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and effective on March 13, 2019 by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (hereinafter referred to as the “STATE”) acting by and through the Chairman of the Board, Kyle R. “Chip” Kline, Jr., and the St. Charles Parish Government (hereinafter referred to as the “PARISH”) represented by its duly authorized President, Larry Cochran (the STATE and PARISH are collectively referred to herein as the “Parties”).

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that “(f)or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other . . .”; and

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the Coastal Protection and Restoration Authority Board (the “BOARD”) represents the State of Louisiana’s position 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 at La. R.S. 49:214.5.2(A)(7), the BOARD has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms

and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority (“CPRA”) is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the BOARD and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and, where appropriate, CPRA shall administer and implement the obligations undertaken by the BOARD pursuant to this Agreement; and

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

WHEREAS, the Parties desire to enter into this Agreement for the purpose of reducing the threat of harm to citizens and damage to property in St. Charles Parish through the prevention of storm surge and flooding by performing the construction of the Magnolia Ridge Levee and Roadway Improvements Project consisting of a levee, roadway, and canal improvements in the vicinity of Paradis, Louisiana (“Project” or “Magnolia Ridge Levee and Roadway Improvements”); and

WHEREAS, the Project is an integrated coastal protection project eligible for funding under Section 105 the Gulf of Mexico Energy Security Act (GOMESA) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*; 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(B), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

WHEREAS, the Project is included in the STATE’S 2017 Coastal Master Plan and Fiscal Year 2019 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the STATE for the Project; and

WHEREAS, the STATE and PARISH will mutually develop a specific operation, maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the Magnolia Ridge Levee and Roadway Improvements; and

WHEREAS, PARISH will be responsible for 100% of the OMRR&R of the Magnolia Ridge Levee and Roadway Improvements, including but not limited to the levee, roadway, canal and all associated features 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, the STATE and PARISH, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Parties, and to facilitate the successful implementation of the Project as described herein; and

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

ARTICLE I

PURPOSE AND IDENTIFICATION

A. Purpose.

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the PARISH and the STATE for the construction of certain features associated with the Magnolia Ridge Levee and Roadway Improvements Project, which will benefit the Upper Barataria Risk Reduction System Program and the West Bank Hurricane Protection Levee.

B. Identification.

For the purpose of administration, identification and record keeping, State Project Number BA-0216 is assigned to this Project. This number will be used to identify all Project costs.

ARTICLE II

PROJECT DESCRIPTION

The objective of the Magnolia Ridge Levee and Roadway Improvement (BA-0216) Project is to construct a project that will provide crucial flood protection by blocking storm surge as a key component of the Upper Barataria Risk Reduction System Program and the West Bank Hurricane Protection Levee.

The PARISH will perform the following scope of work for the Magnolia Ridge Levee and Roadway Improvement:

- (i) Lifting the Magnolia Ridge Levee from elevation 5-feet to elevation 7.5-feet (except at the existing pipeline crossing gaps). This reach is approximately 11,800 linear feet,
- (ii) Degrading approximately 1,450 linear feet of existing levee to its natural grade and reconstructing it to elevation 7.5-feet,
- (iii) Installing a 12-foot wide parallel access road with 20-foot wide vehicle turnarounds at various intervals,
- (iv) Canal shaping as required, and
- (v) Seeding, fertilizing, and mulching.

The PARISH's construction of the Magnolia Ridge Levee and Roadway Improvements will consist of the following:

1. CPRA and the PARISH shall mutually agree upon the Special Provisions for Construction. A Construction Scope of Work, appended as **Attachment A**, further describes the work to be performed, including by reference the (i) Project Plans prepared for and recommended for approval by Mark K. Roberts, P.E., LA. License # 28568 with Burk-Kleinpeter, Inc. and dated January 2019, and (ii) Project Technical Specifications prepared by Henry M. Picard, III, P.E., PLS dated 2016 and revised 10/16/2017, for which cover pages are attached under the heading CONSTRUCTION DOCUMENTS, in addition to those provisions in Article IV.
2. Land rights:
 - a. The PARISH understands and agrees that the costs of determining the necessary land rights, easements, rights-of-way, relocations, disposal areas, and servitudes (LERRDS) needed for construction are not eligible for reimbursement under this Agreement and that the PARISH will be responsible for determining the manner and method by which they are acquired and will be 100% responsible for any Project cost associated with these efforts.
 - b. The PARISH also understands and agrees that the PARISH is responsible for 100% of any Project cost associated with acquisition of LERRDS, whether permanent or temporary in nature. The PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement.
3. Access Roadways - Planning and design of any necessary access roads.
4. Temporary Structures - Engineering and design of excavation and maintenance of temporary cofferdam and dewatering system, if necessary;
5. With regard to the scope of this Agreement, the PARISH will be responsible for 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 and for 100% of any Project cost associated with such investigation, study, cleanup, or response. The

PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement.

6. Development of OMRR&R - The STATE and the PARISH shall mutually develop a specific operation and maintenance, repair, rehabilitation and replacement plan (OMRR&R Plan) for the Magnolia Ridge Levee and Roadway Improvements, under which plan the PARISH will be responsible for 100% of the OMRR&R for the Magnolia Ridge Levee and Roadway Improvements, upon completion of construction of the Project.
 - a. The OMRR&R Plan must be approved by CPRA at the completion of construction.
 - b. The OMRR&R 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 OMRR&R 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.

ARTICLE III

PROJECT FUNDING

This Agreement shall be administered as follows:

- A. The STATE, through CPRA, shall provide to the PARISH, a maximum of **\$3,500,000.00** for the Project from qualified revenues generated from Outer Continental Shelf oil and gas activity provided to the STATE under GOMESA (the "GOMESA Funds"). The GOMESA Funds will be provided on a reimbursement basis to the PARISH based upon submittal and approval of invoices and deliverables as set forth more fully in Articles III, IV, and V herein, and in accordance with all other terms and conditions of this Agreement. The Project Budget Estimate is provided in **Attachment B**, 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 not to exceed the maximum Project cost as specified herein.
- B. If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% cost of that particular funding category as set forth in this Paragraph and in **Attachment B**, all work in that particular category shall cease. The Parties may agree to increase the cost of completing that particular category by transferring funds from one category to the other but only if such increase does not cause any funding to exceed the maximum Project cost. Such agreement regarding transferring funds from one category to another shall be made by letter

agreement confirmed by the mutual written approval of the Parties. Work on that particular category shall thereafter resume.

- C. All funding expended for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of the GOMESA Funds for public purposes and federal funds, and in accordance with all applicable state and federal statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound construction practices. All funding shall be subject to Article XIX entitled, "Fiscal Funding Clause".

ARTICLE IV

SCOPE AND PROJECT RESPONSIBILITY

A. Project Tasks

1. The STATE, through CPRA, or its agent will perform the following:
 - a) Develop the Intergovernmental Agreement for reimbursement to the PARISH of **\$3,500,000** total maximum Project cost.
 - b) Provide appropriate personnel for consultation as required.
 - c) Provide access to relevant materials required in the performance of the work.
2. The PARISH, or its agent, will perform the following:
 - a) Perform the Construction in accordance with **Attachment A** and the terms and conditions of this Agreement.
 - b) Oversight of contracted work to perform any tasks listed above and in accordance with the following:
 - (i) Scopes of Work issued by PARISH and associated costs incurred by PARISH to contractors/subcontractors/consultants or other third parties for work pertaining to the Project using the GOMESA Funds shall be reviewed and approved in writing by the CPRA Project Manager identified in Article VII prior to the issuance of a Notice to Proceed (NTP) for such work by PARISH. A minimum period of 2 weeks is required by CPRA for review.
 - (ii) Scope of Work changes shall be properly documented, organized, and shall be submitted to the CPRA Project Manager for review and written approval prior to the issuance of a NTP for such change in Scope of Work by PARISH. A minimum period of 2 weeks is required by CPRA for review.
 - (iii) Value Engineering Cost Savings to the Project shall be documented, detailed, and submitted to the CPRA for review and approval prior to the issuance of a NTP for a change in scope of work by PARISH pertaining to

- the Value Engineering Cost Savings. A minimum period of 3 weeks is required by CPRA for review.
- (iv) Upon request of PARISH in writing, CPRA, in its sole discretion, may complete its review in less than 2 weeks.
 - (v) Provide any design documents at the request of CPRA to a third party review contractor selected by CPRA.
 - (vi) The PARISH will provide CPRA a monthly report that will include status of the work performed, funds expended by task, project schedule with percent completion, and tasks or milestones not completed with explanation and the proposed solution to get the project back on schedule.
- c) Receive, approve, and pay invoices from consultants/contractors/subcontractors/vendors on a timely basis and in accordance with this Article IV and Article VI and all applicable state, federal, and local laws.
 - d) Submit invoices, certified, to CPRA for reimbursement.
 - e) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
 - f) Deliverables - The PARISH shall provide to the STATE, in accordance with the process referenced in Article VI and through CPRA's Project Manager identified in Article VII, the following:
 - (i) Prior to commencing work, the PARISH shall submit a cash flow estimate to CPRA;
 - (ii) Prior to reimbursement, the PARISH shall render detailed monthly invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in **Attachment C** (Monthly Monitoring Reports), along with the following:
 - i. Monthly contracted services summary;
 - (iii) Copies of all recorded time sheets/records for consultants/contractors/subcontractors/vendors shall be included in the detailed monthly invoices;
 - (iv) Invoices shall be certified by the PARISH's consultant/contractor/subcontractor/vendor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications; and
 - (v) All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Article VII of this Agreement. Project costs in excess of those described in Article III shall be borne 100% by the PARISH.
 - (vi) A copy of the OMRR&R Plan.
 - g) The PARISH shall adhere to all applicable state and federal funding requirements and guidelines, as well as to all terms and conditions of this Agreement. At CPRA's sole

discretion, PARISH's failure to adhere to these requirements may result in no payment to PARISH.

B. Public Bid

When a public works work item/task is of a scope and magnitude that is beyond the capabilities of the PARISH, the work may be procured in accordance with state law. In such a case, the PARISH shall advertise and receive bids for such work in accordance with the Public Bid Laws of the State of Louisiana, and generally as follows:

1. Written authorization must be obtained from the STATE, through CPRA, prior to advertising the Project or any phase thereof for bids. The PARISH shall submit a copy of the complete package of bid documents with its written request for authority to advertise.
2. The PARISH will solicit bids for the services, labor and materials needed to construct the Project in accordance with the Public Bid 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.
3. The PARISH 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 Title 34 of the Louisiana Administrative Code.
4. After receipt of bids and before award of the contract, the PARISH shall submit to the STATE, through CPRA, copies of the three (3) lowest bidder's proposals and proof of advertising. The PARISH's submittal shall include: proof of publication of advertisement for bids; bid tabulation form certified by the engineer and the contracting agency; bid proposals and bid bonds of the three (3) lowest bidders and proposed notice of Award of Contract.
5. After receiving comments from the CPRA, the PARISH may then award and execute the construction contract and will submit to the CPRA copies of the notice of Award of Contract, executed Contract and Performance/Payment bond(s).
6. The Contract and bonds shall be recorded in Clerk of Court office(s) for the parish or parishes where the work is to be performed. Proof of recordation of the Contract and bonds shall be submitted to the STATE, though CPRA, along with a copy of the Notice to Proceed. Once those items have been submitted to the CPRA, the PARISH shall adopt a Resolution Certifying Compliance with the

Public Bid Law and the requirements of La. R.S. 38:2211, et seq. and send a certified copy of the resolution to the CPRA.

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

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

The work for this Project shall be performed in accordance with **Attachment A** and all Engineering Design Documents, Plans and Specifications shall be prepared according to sound engineering principles and practices. These documents 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 Louisiana Revised Statutes Titles 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

ARTICLE V **DELIVERABLES**

The PARISH shall provide to the STATE, a copy of a Resolution passed by its Board of Commissioners authorizing its execution of this Agreement.

The PARISH shall submit to the STATE a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, permits, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement. However, in the event that the PARISH needs to publicly bid any portion of the work for this Project, the PARISH shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Record 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.

The PARISH shall also submit to the STATE all other deliverables as are specified in Article IV.A.2.(f).

ARTICLE VI

PAYMENT

All costs incurred by the PARISH, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles II, III, IV and V herein.

The PARISH will be reimbursed 100% up to an amount not to exceed a maximum of **\$3,500,000**, subject to the terms and conditions set forth herein, for all personnel and material needed to construct the Project as described in Article IV.

The PARISH shall pay all consultant/contractor/subcontractor/vendor invoices and the STATE, through CPRA, shall reimburse the PARISH for its payments to the consultant/contractor/subcontractor/vendor, provided that PARISH shall provide the deliverables referenced in Article IV.A.2.(f) to the State, through CPRA's Project Manager identified in Article VII. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the STATE, through CPRA, to the PARISH exceed the total maximum Project cost of **\$3,500,000** as set forth in Article III.

This is a budget estimate; actual rates and quantities, including hours and hourly rates, shall be billed as incurred, not to exceed the total maximum Project cost of **\$3,500,000**, as set forth in Article III.

The PARISH shall implement and adhere to accounting procedures to assure that reimbursable costs are allowable, reasonable, allocable, and in compliance with USACE standards for in-kind project expense credit.

Reimbursement will be limited to verification in writing by CPRA that these construction costs are allowable, reasonable, and allocable. Verification of the construction will be determined if construction meets the requirements set forth in Article IV.A.2 of this Agreement. All payments shall be subject to verification, adjustment and/or settlement as a result of any audit referenced herein.

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

ARTICLE VII
RECORD KEEPING, REPORTING, AUDITS AND MONITORING

The contract monitor for this Agreement is the Project Manager designated for the Project by the STATE. The Project Manager for this Project shall be Ignacio Harrouch, or his/her designee. The STATE shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

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

PARISH agrees to abide by the requirements of all applicable state and federal statutes, 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 relative to GOMESA, including without limitation, 2 C.F.R. part 200, including but not limited to 2 C.F.R. part 200, Subpart F "Audit Requirements", and the Department of Interior's Bureau of Ocean Energy Management Office of Natural Resources, Revenue's regulations relative to the GOMESA Funds at 30 C.F.R. Parts 219 and 1219. PARISH and its consultants/contractors/subcontractors shall act in good faith to supply the STATE and/or the United States Department of Interior with any supporting material or documentation needed for release of the GOMESA Funds or for legal compliance.

The PARISH and its consultants/contractors/subcontractors shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the GOMESA Funds, pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of reimbursement under the Project for inspection by the STATE, the Inspector General and/or the Legislative Auditor, the United States Department of the Interior's Office of Inspector General (DOI OIG), and the Government Accountability Office (GAO); however, prior to disposal of any Project data for the Project, the PARISH shall obtain prior written approval from the STATE, through CPRA.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Division of Administration, DOI OIG, and the GAO shall have the authority to audit all records and accounts of the STATE and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.* and/or 2 C.F.R. part 200, Subpart F "Audit Requirements", as applicable. PARISH further agrees to make

available to the Office of the Governor, Division of Administration, the Office of the Inspector General the DOI OIG, and the GAO any documents, papers or other records, including electronic records of PARISH that are pertinent to the GOMESA Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to PARISH's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

The STATE and the PARISH, and any consultants/contractors/subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment under the prime contract and any subaward/contract/subcontract entered into under this Agreement.

The purpose of submission of documentation by STATE to the PARISH, or by the PARISH to the STATE 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. The STATE assumes no responsibility to provide extensive document review for any documents received by PARISH or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The PARISH and its consultants/contractors/subcontractors shall also be responsible for, and assure, compliance with all applicable state and federal statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

PARISH shall assist CPRA with any audit reporting required by 2 C.F.R. 200. The Parties further agree that they will comply with 2 C.F.R. part 200, Subpart F "Audit Requirements".

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

ARTICLE VIII **TERMINATION FOR CAUSE**

The STATE may terminate this Agreement for cause based upon the failure of PARISH to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the PARISH written notice specifying the PARISH'S failure. If within thirty (30) days after receipt of such notice, the PARISH shall not have either corrected such failure or, in the case

which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the STATE may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

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

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

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

ARTICLE X

ALLOWABLE COSTS

Costs that result from obligations incurred by PARISH during a suspension or after termination are not allowable unless the STATE 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 PARISH before the effective date of suspension or termination, and are not in anticipation of

it; and (2) the costs would be allowable if the grant award 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 agrees to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (VEVRAA); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (ADEA), as amended, and the requirements of the Americans with Disabilities Act of 1990 (ADA), including the revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; Federal Executive Order (EO) 11246 "Equal Employment Opportunity", as amended by EO 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 C.F.R. part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and EO 12086 "Equal Employment Opportunity Functions"); and EO 13166 "Improving Access to Services for Persons With Limited English Proficiency."

The Parties agree not to discriminate in employment practices, and will render services under this contract in accordance with 41 C.F.R. 60-1.4 and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, 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 any of their consultants, contractors and subcontractors employed in the completion of any construction-related activity, project or program conducted with the GOMESA Funds agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), as supplemented by Department of Labor Regulations (29 C.F.R. part 5) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c), as supplemented by Department of Labor Regulations (29 C.F.R. part 3) and to the extent applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et*

seq.), the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act (FFATA) (<https://www.frs.gov>). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable. The Parties further agree to comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable, and 2 C.F.R. §200.322, as applicable.

The Parties also agree to comply with any applicable Federal environmental laws, which may include but are not limited to, The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*), The Endangered Species Act (16 U.S.C. § 1531 *et seq.*), Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*), Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*), The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), 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, National Historic Preservation Act (16 U.S.C. § 470 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), 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 13807 (“Establishing Discipline and Accountability in the Environmental Review and Permitting Process for Infrastructure Projects”), Executive Order 11990 (“Protection of Wetlands”), Executive Order 13112 (“Invasive Species”), 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. § 300 *et seq.*), The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*), Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”), Rivers and Harbors Act (33 U.S.C. 407), Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 *et seq.*), Executive Order 13089 (“Coral Reef Protection”), Executive Order 13783 (“Promoting Energy Independence and Economic Growth”), 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.*). PARISH must immediately notify CPRA in writing, pursuant to Article XXXVII, if PARISH becomes aware of any impact on the environment that may impact the use of GOMESA Funds for the Project.

ARTICLE XIII
GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

PARISH shall comply with, and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the GOMESA Funds to comply with, all conditions of the GOMESA Funds as applicable, including but not limited to: (i) GOMESA, (ii) all applicable provisions of 2 C.F.R. 200, (iii) 30 C.F.R. Parts 219 and 1219, (iv) La. R.S. 49:214.5.4(E), and (v) any CPRA Internal Agency Policies applicable to PARISH and/or to consultants, contractors and subcontractors, 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.

PARISH shall also be responsible for payment of all applicable taxes related to the GOMESA Funds.

ARTICLE XIV
HOLD HARMLESS AND INDEMNITY

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

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

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

ARTICLE XV
AMENDMENTS

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

ARTICLE XVI
OWNERSHIP

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

ARTICLE XVII
NO ASSIGNMENT

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

ARTICLE XVIII
FINANCIAL CAPABILITY

PARISH hereby acknowledges and certifies that it is aware of the financial obligations of the PARISH under this Agreement and that PARISH will have the financial capability to satisfy the obligations of the PARISH under this Agreement, including but not limited to all obligations for OMRR&R of the Project.

PARISH agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by PARISH pursuant to this Agreement and/or any future agreements(s) and for which STATE has not agreed to provide funding therefore. Should current

or future revenues dedicated to the Project be insufficient to fulfill the obligations of the PARISH for the Project, PARISH 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 STATE from seeking additional funding to assist the BOARD, CPRA or PARISH with the responsibilities undertaken by any Party pursuant to this Agreement.

ARTICLE XIX
FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature 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 XX
CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

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

All Parties agree to secure from any 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. The PARISH further agrees to provide immediate notice to the STATE 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 in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its 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, the STATE 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 in this Agreement, or to take such other action it deems appropriate under this Agreement.

ARTICLE XXI
NO THIRD PARTY BENEFICIARY

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

ARTICLE XXII
RELATIONSHIP OF PARTIES

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

ARTICLE XXIII
APPLICABLE LAW, VENUE AND DISPUTES

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

ARTICLE XXIV
DELAY OR OMISSION

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

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

In accordance with 2 C.F.R. §200.113, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the GOMESA Funds shall be reported in writing to the U.S. Department of Interior and U.S. Department of Interior Office of Inspector General.

Online: Hotline Complaint Form (https://forms.doioig.gov/hotlinecomplaint_form.aspx)

Toll-Free Phone: 1-800-424-5081

Fax to: 703-487-5402 (ATTN: HOTLINE OPERATIONS)

Or report via U.S. Mail: Office of Inspector General, U.S. Department of the Interior, 381 Elden Street, Suite 3000, Herndon, VA 20170, ATTN: Intake Management Unit

Additionally, 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:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

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

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

ARTICLE XXVI
SEVERABILITY

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

ARTICLE XXVII
ENTIRE AGREEMENT

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

ARTICLE XXVIII
PROVISION REQUIRED BY LAW DEEMED INSERTED

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

ARTICLE XXIX
ANTI-LOBBYING

PARISH and its consultant(s), contractor(s), 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.

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

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

PARISH 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 GOMESA 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. PARISH and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

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

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

ARTICLE XXXI
COVENANT AGAINST CONTINGENT FEES

PARISH shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the STATE 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 XXXII
CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS

PARISH may, with prior written permission from the STATE, enter into subcontracts with third parties for the performance of any part of PARISH's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of PARISH to the STATE for any breach in the performance of PARISH's or any subcontractor's duties.

ARTICLE XXXIII
COPYRIGHT

The STATE 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 PARISH 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 the work described herein for Federal purposes.

ARTICLE XXXIV
DRUG FREE WORKPLACE COMPLIANCE

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

ARTICLE XXXV
REMEDIES FOR NONCOMPLIANCE

The PARISH acknowledges that any of the GOMESA Funds not used in accordance with the terms and conditions of this Agreement, state and federal law or conditions of the GOMESA Funds, shall be reimbursed to the STATE, and that any cost and expense in excess of the total maximum Project cost, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the PARISH. STATE shall also be entitled to any other remedies for noncompliance as provided herein.

If PARISH or its consultant(s), contractor(s), and/or subcontractor(s) fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award for the GOMESA Funds, in addition to Termination for Cause or Termination for Convenience, the STATE 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 PARISH 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 GOMESA Funds; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. part 180 and Federal awarding agency regulations; (e) withhold further Federal awards for the project or program; or (f) Take other remedies that may be legally available. The PARISH shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in Article XXIII (“Applicable Law, Venue and Disputes”) of this Agreement.

ARTICLE XXXVI
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 XXXVII
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 PARISH:

Mr. Larry Cochran
President, St. Charles Parish Government
15045 River Road P.O. Box 302
Hahnville, LA 70057
985-783-5000

If to the CPRA BOARD:

Kyle R. "Chip" Kline, Jr.
Chairman
Capitol Annex - State of Louisiana
P.O. Box 44027
Baton Rouge, LA 70804-4027
225-342-7669

If to CPRA:

Lawrence B. Haase
Executive Director
Coastal Protection and Restoration Authority
Post Office Box 44027
Baton Rouge, LA 70804-4027
225-342-4683

ARTICLE XXXVIII

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

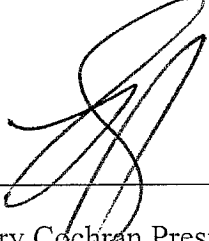
This Agreement shall be effective for a period of five (5) years, commencing on March 13, 2019 and terminating on March 12, 2024, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

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


This Agreement may be executed in multiple originals.

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

ST. CHARLES PARISH GOVERNMENT

BY: 
Larry Cochran President

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: 
Kyle R. "Chip" Kline, Jr., Chairman


DATE: March 13, 2019

DATE: 3/7/19

72-6001208

(PARISH's Federal Identification Number: 72-6001208)

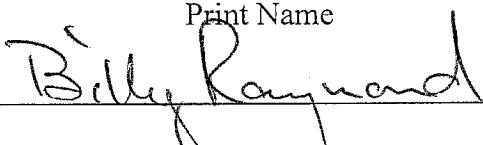
WITNESSES:



Signature

ROBIN DELAHOUSSEYAE

Print Name



Signature

BILLY RAYMOND

Print Name

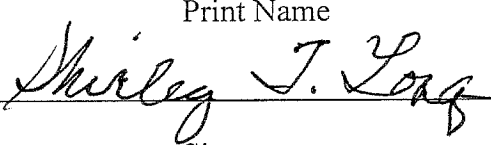
WITNESSES:



Signature

Joann D. Hicks

Print Name



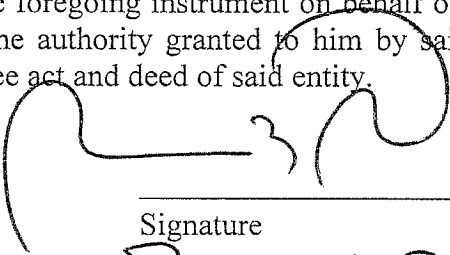
Signature

Shirley T. Long

Print Name

STATE OF LOUISIANA
PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 13 day of March 2019, personally came and appeared Larry Cochran to me known, who declared that he is the President of the St. Charles Parish Government , that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.



Signature
ROBERT L RAYMOND

Print Name
11408

Louisiana Notary Public / Bar Number

My commission expires: at my death

(SEAL)

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 8th day of March, 2019, personally came and appeared Kyle R. "Chip" Kline, Jr., to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority Board, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

Richelle N. Moore
Signature
Richelle N. Moore
Print Name
LSBA 30641
Louisiana Notary Public / Bar Number

My commission expires: at death
(SEAL)



OFFICIAL SEAL
Richelle N. Moore
BAR ROLL # 30641
STATE OF LOUISIANA
My Commission is for Life

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.

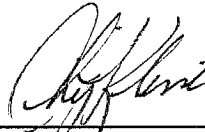
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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:

3/7/19



Kyle R. "Chip" Kline, Jr., Chairman
Coastal Protection and Restoration Authority Board

ATTACHMENT A

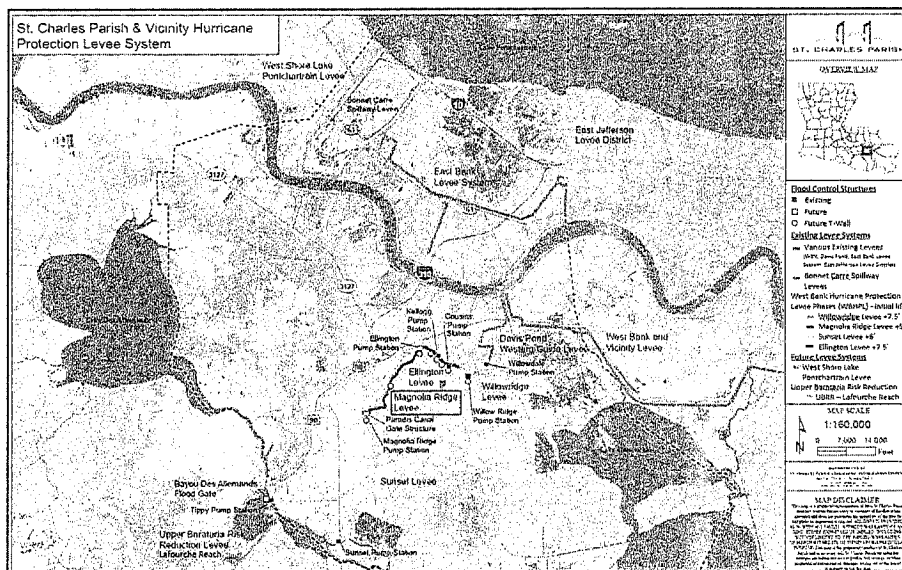
MAGNOLIA RIDGE LEVEE AND ROADWAY IMPROVEMENTS - CONSTRUCTION SCOPE OF WORK

The scope of work for the Magnolia Ridge Levee Lift and Road Project includes the following:

- (i) Lifting the Magnolia Ridge Levee from elevation 5-feet to elevation 7.5-feet (except at the existing pipeline crossing gaps). This reach is approximately 11,800 linear feet,
- (ii) Degrading approximately 1,450 linear feet of existing levee to its natural grade and reconstructing it to elevation 7.5-feet,
- (iii) Installing a 12-foot wide parallel access road with 20-foot wide vehicle turnarounds at various intervals,
- (iv) Canal shaping as required, and
- (v) Seeding, fertilizing, and mulching.

The preliminary construction cost estimate is \$3,615,550, of which the STATE will contribute a maximum of \$3,500,000.00. It is anticipated that the Project will be ready to be advertised for bid in March 2019.

The Magnolia Ridge Levee Lift and Road Project is part of the larger flood protection project, the West Bank Hurricane Protection Levee (WBHPL; CPRA Project No. BA-0216), and the even larger, regional project, the Upper Barataria Risk Reduction System. The Parish is available to host a tour of the WBHPL or the Project site should one be requested.



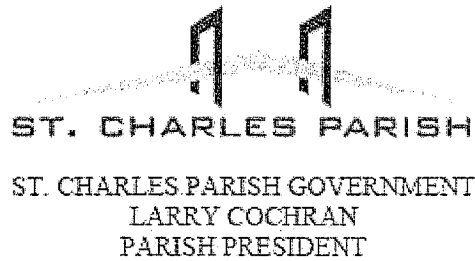
TECHNICAL SPECIFICATIONS

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR:

MAGNOLIA RIDGE LEVEE
SCP PROJECT NO. P080905-6B

OWNER:



CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:
ST. CHARLES PARISH LEGAL DEPARTMENT

TECHNICAL SPECIFICATIONS PREPARED BY:
BURK-KLEINPETER, INC.
JANUARY 2019

Henry M. Picard, III, P.E., PLS

DATE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.

SCP-E-00000

00000-1

2016

ATTACHMENT B

PROJECT BUDGET ESTIMATE

<p style="text-align: center;">MAGNOLIA RIDGE LEVEE</p> <p style="text-align: center;">ST. CHARLES PARISH</p> <p style="text-align: center;">ESTIMATE OF PROBABLE CONSTRUCTION COSTS- JANUARY, 2019</p>					
	Description	Unit Price	Unit	Quantity	Cost
1	Mobilization and Demobilization	\$190,000	LS	1	\$190,000
2	Traffic Control and Coordination	\$15,000	LS	1	\$15,000
3	Existing Truck Washdown Racks - Operation and Maintenance	\$12,000	LS	2	\$24,000
4	Embankment (Onsite Sourced)	\$12	CY	2,000	\$24,000
5	Embankment (Offsite Sourced)	\$24	CY	50,000	\$1,200,000
6	Surfacing	\$75	CY	4,400	\$330,000
7	Granular Material	\$21	CY	9,900	\$207,900
8	Geotextile (Separator)	\$5	SY	67,200	\$336,000
9	Ex. Pipeline Crossing (Timber Matting Location-1) Operation and Maintenance	\$30,000	LS	1	\$30,000
10	New Timber Matting at Magnolia Pipeline Crossing	\$70,000	LS	1	\$70,000
11	Seeding, Fertilizing and Mulching	\$4,500	ACRE	18	\$81,000
12	Canal Fill	\$10	CY	42,200	\$422,000
13	Excavation	\$8.50	CY	42,300	\$359,550
14	Silt Fence	\$5	LF	13,920	\$69,600
15	Unsuitable Material Hauled Offsite	\$15	CY	17,100	\$256,500
16	Inspection Trench	\$10	LF	1,450	\$14,500
17	Existing Access Road Grading	\$0.40	LF	250,000	\$100,000
18	Existing Access Road Grading Supplemental Surfacing	\$75	CY	400	\$30,000
		Subtotal			\$3,760,050
		TOTAL			\$3,760,050

Scope of Work:

1. Remove 6" of ex.top to place embankment
2. Cap the existing levee to elevation +7.5' except at existing pipeline crossings (Sta. 92+00 to 98+00)
3. Install 8" thick surfacing and 18" sand base with geotextile fabric for the proposed 12' wide access road with 20' wide section at 500' interval

Note:

1. No Measurement and Payment for hauling off the unsuitable excavated material from the Ex. Levee or the Access Road
2. Material for capping the levee will be obtained from Magnolia Pump Station (separate contract) Sump area excavated material stockpile
3. Seeding, Fertilizing and Mulching from elevation 3 to the levee top
4. Unsuitable Material Haul of includes approx. 13,800 CY from ex. levee top 6" removal and 3,300 CY from levee degrade
5. Excavation includes 11,000 CY of degrading the ex. Levee (Sta. 90+00 to 92+00 and 120+00 to 132+50)
6. Embankment includes 13,000 CY of material for supplementing the degraded levee w/dewatering dike (Sta. 90+00 to 92+00 and 120+00 to 132+50)

ATTACHMENT C
MONTHLY MONITORING REPORT
CONTRACT NO. _____

Date: _____

Contracting Party: _____ CPRA Contract No. _____

Project Title: “_____”

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: \$_____ Contract Balance: \$_____

Total Task Amount: \$_____ Task Balance: \$_____

Total invoiced to date: \$_____

- I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):
- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
 - B. Hourly (include services performed and number of hours worked).
 - C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
 - D. Actual Costs Incurred
 - E. Fee Schedule

- II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:
- A. Tasks and/or milestones accomplished (give dates)

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:

(Form DNR-PR)

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ Date _____
(Printed Name)

Approval _____ Date _____
CPRA Project Manager (Printed Name)

Approval _____ Date _____
CPRA Contract Monitor or Designee (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:

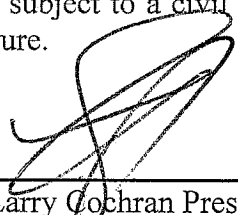
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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: 3/13/19



Larry Cochran President
St. Charles Parish Government

2019-0073

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

RESOLUTION NO. 6396

A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

WHEREAS, the Legislative Auditor requires that a Louisiana Compliance Questionnaire be completed by the Parish and adopted by the Parish Council; and,

WHEREAS, the questionnaire must be presented to the auditor at the beginning of the annual audit; and,

WHEREAS, the auditor will test the accuracy of the response to the questionnaire during the course of his audit.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby resolve that the attached Louisiana Compliance Questionnaire for St. Charles Parish be and is hereby adopted.

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

YEAS: BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,
FLETCHER, FISHER-PERRIER

NAYS: HOGAN

ABSENT: NONE

And the resolution was declared adopted this 11th day of March, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Spots

DLVD/PARISH PRESIDENT: March 12, 2019

APPROVED: ✓ DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: March 13, 2019

AT: 3:25 pm RECD BY: [Signature]

LOUISIANA COMPLIANCE QUESTIONNAIRE

February 28, 2019

Carr, Riggs & Ingram, LLC
3501 N. Causeway Blvd., Suite 810
Metairie, LA 70009-6952

In connection with your audit of our financial statements of the Parish of St Charles for the year ended December 31, 2018 for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of February 28, 2019.

PART I. AGENCY PROFILE

- 1. Name and address of the organization.
Parish of St. Charles
P. O. Box 302
Hahnville, LA 70057
- 2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.
Estimated Population: 52,749 Source: South Central Planning & Development Commission
- 3. List names, addresses, and telephone numbers of entity officials. [Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.]

NAME	TITLE	ADDRESS	PHONE NUMBER
Larry Cochran	Parish President	114 Oaklawn Ridge St. Rose, LA 70087	(W) 985-783-5000 (H) 504-305-0179
Wendy Benedetto	Councilwoman at Large, Division A	12 W. Woodlawn Dr. Destrehan, LA 70047	(H) 985-307-0350
Paul J. Hogan	Councilman at Large, Division B	222 Down the Bayou Rd. Des Allemands, LA 70030	(H) 985-306-0085
Terrell D. Wilson, Sr.	Councilman District I	154 Shaw Street Hahnville, LA 70057	(H) 985-308-0866

NAME	TITLE	ADDRESS	PHONE NUMBER
Mary K. Clulee	Councilman District II	221 Evelyn Dr. Luling, LA 70070	(H) 985-308-1690
Dick Gibbs	Councilwoman District III	2420 Ormond Blvd. Destrehan, LA 70047	(H) 985-307-0182
William "Billy" Woodruff	Councilman District IV	192 Boras Lane Des Allemands, LA 70030	(H) 985-306-0281
Marilyn B. Bellock	Councilman District V	251 Riverview Dr. St. Rose, LA 70087	(H) 504-360-2025
Traci A. Fletcher	Councilwoman District VI	411 Wild Rose Drive Norco, LA 70079	(H) 985-307-0120
Julia Fisher-Perrier	Councilwoman District VII	426 Wade Street Luling, LA 70070	(H) 985-308-0366
Michelle Impastato	Council Secretary	337 St. Charles St. Norco, LA 70079	(W) 985-783-5000 (C) 985-817-0564
Grant M. Dussom	Chief Financial Officer	137 Carrollton Ave. Metairie, LA 70005	(W) 985-783-5000 (H) 504-838-7115
Robert Raymond	Legal Director	16 Hermitage Dr. Destrehan, LA 70047	(W) 985-783-5013 (H) 985-764-8891

4. Period of time covered by this questionnaire:
From January 1, 2018 to December 31, 2018
5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.
Article VI of the Louisiana State Constitution
6. Briefly describe the public services provided:
Local governmental services
7. Expiration date of current elected/appointed officials' terms.
January 2020

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.
 - A. All public works purchases exceeding \$150,000 have been publicly bid.
Yes ☒ No ☐
 - B. All material and supply purchases exceeding \$30,000 have been publicly bid.
Yes ☒ No ☐

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, a loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.
Yes ☒ No ☐
10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980 under circumstances that would constitute a violation of R.S. 42:1119.
Yes ☒ No ☐

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the General Fund and all special revenue funds (R.S. 39:1305).
2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the General Fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).
7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues

by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven—primarily federal funds—from the requirement to amend revenues.)

Yes ☒ No ☐

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.
Yes ☒ No ☐

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.
Yes ☒ No ☐

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.
Yes ☒ No ☐
13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.
Yes ☒ No ☐
14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.
Yes ☒ No ☐
15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.
Yes ☒ No ☐
16. We did not enter into any contracts that utilized state funds as defined in R.S.39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).
Yes ☒ No ☐
17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.
Yes ☒ No ☐

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.
Yes ☒ No ☐

PART VI. MEETINGS

19. We have complied with the provisions of the Open Meetings Law, provided in R.S. 42:11 through 42:28.
Yes ☒ No ☐

PART VII. ASSET MANAGEMENT LAWS

20. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.
Yes ☒ No ☐

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

21. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.
Yes ☒ No ☐

PART IX. DEBT RESTRICTION LAWS

22. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.
Yes ☒ No ☐
23. We have complied with the debt limitation requirements of state law (R.S. 39:562).
Yes ☒ No ☐
24. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).
Yes ☒ No ☐

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

25. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.
Yes ☒ No ☐
26. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.
Yes ☒ No ☐
27. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.
Yes ☒ No ☐

PART XI. ISSUERS OF MUNICIPAL SECURITIES

28. It is true that we have complied with the requirements of R.S. 39:1438.C.
Yes ☒ No ☐

PART XII. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS

Parish Governments

29. We have adopted a system of road administration that provides as follows:
- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
 - B. Development of a capital improvement program on a selective basis, R.S. 48:755.
 - C. Centralized purchasing of equipment and supplies, R.S. 48:755.
 - D. Centralized accounting, R.S. 48:755.
 - E. A construction program based on engineering plans and inspections, R.S. 48:755.
 - F. Selective maintenance program, R.S. 48:755.
 - G. Annual certification of compliance to the auditor, R.S. 48:758.
Yes ☒ No ☐

Libraries

30. We have complied with the regulations of the Louisiana State Library.
Yes ☒ No ☐

Sewerage Districts

31. We have complied with the statutory requirements of R.S. 33:3881-4159.10.
Yes ☒ No ☐

Waterworks Districts

32. We have complied with the statutory requirements of R.S. 33:3811-3837.
Yes ☒ No ☐

Drainage and Irrigation Districts

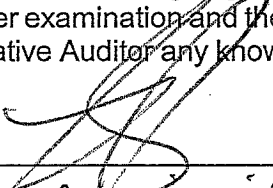
33. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.
Yes ☒ No ☐

Other Special Districts

34. We have complied with those specific statutory requirements of state law applicable to Communications Districts.
Yes ☒ No ☐

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

President  Date 3-12-19

Council Chairman  Date 3/11/19

Chief Financial Officer  Date 3/12/19

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM)

RESOLUTION NO. 6397

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Diamond Green Diesel, LLC, Project ID: 20180432-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco, Louisiana.

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry ("BCI"), with the approval of the Governor, to approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state; and,

WHEREAS, Diamond Green Diesel, LLC, a joint venture formed between Valero and Darling Ingredients, Inc. and operated by Valero St. Charles Refinery, is applying for an Industrial Tax Exemption ("ITE") and seeks approval of the BCI and the Governor for a contract granting an exemption for a project at Valero's Norco refinery; and,

WHEREAS, Governor Edwards, through Executive Orders JBE 16-26 and 16-73, has set forth the conditions for his approval of ITE contracts, and affirmed that those conditions are in the best interest of the State of Louisiana; and,

WHEREAS, the Executive Orders provide that ITE contracts should be premised upon job and payroll creation and retention at new or expanded manufacturing plants or establishments; and,

WHEREAS, rules promulgated by the Louisiana Department of Economic Development (LED) and adopted by BCI mandates parameters for ITE approval and requires local review and potential action or consent by the relevant Parish Council, School Board and Sheriff; and,

WHEREAS, the project described herein, along with other expansion projects occurring simultaneously, satisfy all parameters for ITE approval including new job and payroll creation while generating an estimated \$40-50 Million in additional Ad Valorem taxes and an estimated \$40 Million in additional Sales/Use Taxes to local taxing authorities during the ITE period; and,

WHEREAS, in addition to satisfying the minimum program requirements, Diamond Green Diesel, LLC and Valero Refining, as operator of the manufacturing facility, commit to executing supplemental local performance obligations which will increase employment and procurement opportunities for local residents and businesses, as well as promise to continue productive partnerships with our school system.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL upon consideration of the foregoing and the public discussion held this day, support the application for Industrial Tax Exemption by Diamond Green Diesel, LLC for the project referenced herein.

BE IT FURTHER RESOLVED, that the St. Charles Parish Council strongly encourages the Louisiana Board of Commerce and Industry to approve the ITE application.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to Valero New Orleans Refinery, LLC, Louisiana Board of Commerce and Industry, LED, and Governor Edwards.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,
FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 11th day of March, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: March 12, 2019

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: March 13, 2019

AT: 3:25pm RECD BY: [Signature]

2019-0075

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM)

RESOLUTION NO. 6398

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Valero Refining-New Orleans, LLC, Project ID: 20180370-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco, Louisiana.

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry ("BCI"), with the approval of the Governor, to approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state; and,

WHEREAS, Valero Refining-New Orleans, LLC is applying for an Industrial Tax Exemption ("ITE") and seeks approval of the BCI and the Governor for a contract granting an exemption for a project at Valero's Norco refinery; and,

WHEREAS, Governor Edwards, through Executive Orders JBE 16-26 and 16-73, has set forth the conditions for his approval of ITE contracts, and affirmed that those conditions are in the best interest of the State of Louisiana; and,

WHEREAS, the Executive Orders provide that ITE contracts should be premised upon job and payroll creation and retention at new or expanded manufacturing plants or establishments; and,

WHEREAS, rules promulgated by the Louisiana Department of Economic Development (LED) and adopted by BCI mandates parameters for ITE approval and requires local review and potential action or consent by the relevant Parish Council, School Board and Sheriff; and,

WHEREAS, the project described herein, along with other expansion projects occurring simultaneously, satisfy all parameters for ITE approval including new job and payroll creation while generating an estimated \$40-50 Million in additional Ad Valorem taxes and an estimated \$40 Million in additional Sales/Use Taxes to local taxing authorities during the ITE period; and,

WHEREAS, in addition to satisfying the minimum program requirements, Valero Refining-New Orleans, LLC commits to executing supplemental local performance obligations which will increase employment and procurement opportunities for local residents and businesses, as well as promises to continue productive partnerships with our school system.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL upon consideration of the foregoing and the public discussion held this day, support the application for Industrial Tax Exemption by Valero Refining-New Orleans, LLC for the project referenced herein.

BE IT FURTHER RESOLVED, that the St. Charles Parish Council strongly encourages the Louisiana Board of Commerce and Industry to approve the ITE application.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to Valero New Orleans Refinery, LLC, Louisiana Board of Commerce and Industry, LED, and Governor Edwards.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 11th day of March, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: March 12, 2019

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: March 13, 2019

AT: 3:25 pm RECD BY: [Signature]

2019-0066

INTRODUCED BY: WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT IV
RESOLUTION NO. 6399

A resolution requesting the Department of Transportation and Development construct a left turn lane at 14841 Highway 90 in Paradis to protect residents and those traveling through the area and to improve traffic flow.

WHEREAS, U. S. Highway 90 is a very heavily traveled roadway and the main thoroughfare through the commercial district of St. Charles Parish; and,

WHEREAS, numerous accidents have occurred on this undivided stretch of highway; and,

WHEREAS, making a left turn near the Dollar General store is currently prohibited; and,

WHEREAS, a left turning lane would allow motorists to safely turn at 14841 Highway 90 which will improve the traffic flow and decrease congestion in the area; and,

WHEREAS, adequate right-of-way exists to accommodate a left turn lane with no additional land acquisition.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Louisiana Department of Transportation and Development construct a left turn lane at 14841 Highway 90 in Paradis to protect residents and those traveling through the area and to improve traffic flow.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Senator Gary L. Smith, Jr., Representative Gregory A. Miller, Department of Transportation & Development Secretary Dr. Shawn D. Wilson, Department of Transportation & Development District Engineer Administrator Chris G. Morvant, Department of Transportation & Development Administration District Operations Manager Scott G. Boyle, and Department of Transportation & Development Area Engineer Nelson Capote, asking for their assistance in this regard.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 11th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

2019-0066 Left turn lane on Hwy 90 near 14841 Hwy. 90 (Dollar General) in Paradis

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: March 12, 2019

APPROVED: [Signature]

DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: March 13, 2019

AT: 3:25pm

RECD BY: [Signature]

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B

A resolution requesting that the Louisiana Attorney General provide an Opinion with regards to the following question: "Is a public body, such as the St. Charles Parish Council, required to hold a public comment period prior to a vote being taken to table items at its meetings?" In other words, does the action of taking a vote to table constitute as an action on an agenda item which requires a public comment period prior to the council voting on whether or not to table?

WHEREAS, pursuant to R.S. 42:14, D. Except school boards, which shall be subject to R.S. 42:15, each public body conducting a meeting which is subject to the notice requirements of R.S. 42:19(A) shall allow a public comment period at any point in the meeting prior to action on an agenda item upon which a vote is to be taken. The governing body may adopt reasonable rules and restrictions regarding such comment period; and,

WHEREAS, pursuant to Robert's Rule of Order, Improper Motions, Votes that are Null and Void even if Unanimous. No motion is in order that conflicts with the laws of the nation, state, or with the assembly's constitution or by-laws. If such a motion is adopted, even by a unanimous vote, it is null and void. No rule that conflicts with a rule of a higher order is of any authority; thus, a by-law providing for the suspension by general consent of an article of the constitution would be null and void; and,

WHEREAS, St. Charles Parish Council Rules, Rule 18 states, the rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Council in all cases to which they are applicable and in which they are not inconsistent with the special rules for this Council; and,

WHEREAS, St. Charles Parish Council Rules, Rule 26 states, when a question is under debate, the following motions shall be in order and shall have precedence over each other in order, as listed: Subsidiary Motions: 6. Lay on the Table (temporary in an emergency.) Referenced on the Rule 26 chart as not Debatable, not Amendable and May not be reconsidered; and,

WHEREAS, St. Charles Parish Council Rules, Rule 28 states, a motion to lay on the table is not debatable and it takes to the table all its adhering motions. A motion to take from the table shall require an affirmative vote of at least five members of the Council. Except that when it is moved at the same meeting at which it was laid on the table, it shall require an affirmative vote of two-thirds (6 members) of the Council.

NOW, THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Louisiana Attorney General provide an Opinion with regards to the following question: "Is a public body, such as the St. Charles Parish Council, required to hold a public comment period prior to a vote being taken to table items at its meetings?" In other words, does the action of taking a vote to table constitute as an action on an agenda item which requires a public comment period prior to the council voting on whether or not to table?

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

YEAS: HOGAN, WOODRUFF

NAYS: BENEDETTO, WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER

ABSENT: NONE

PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY ON MARCH 11, 2019.