

AGREEMENT

THIS AGREEMENT is made and effective as of the ____ day of _____, 2024 by and between ST. CHARLES PARISH, a government entity of the State of Louisiana, acting herein by and through its President, Matthew Jewell, who is duly authorized to act on behalf of said Parish, (hereinafter called St. Charles Parish) and Adams and Reese, LLP, a corporation acting herein by and through its duly authorized representative (hereinafter called Consultant).

Whereas, in consideration of the mutual promises and covenants set forth herein, St. Charles Parish and Consultant agree to the following terms and conditions:

1. Duties and Responsibilities of Consultant:
 - a. St. Charles Parish does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles Parish all according to the terms set out in this Agreement. The principal duties of Consultant shall be to provide services as follows:
 - i. Advise and consult on behalf of St. Charles Parish with the Executive and Legislative branches of the State of Louisiana and Federal Governments, and all their departments and agencies, as may be deemed necessary to further the interest of St. Charles Parish;
 - ii. Obtain and furnish to St. Charles Parish such information as may be available on State and Federal programs and regulatory matters in which the Parish indicated an interest;
 - iii. Review, evaluate and advise the Parish of State and Federal government, executive, legislative and administrative proposals, rules, and regulations in which St. Charles Parish expresses an interest;

- iv. Review, evaluate and advise St. Charles Parish on proposals which are prepared for submission to State and Federal agencies, when requested;
 - v. Act as liaison with the Louisiana State Legislature and Louisiana Federal Congressional Delegation and keep it informed of the interest and position of St. Charles Parish on pending legislation;
 - vi. Assist St. Charles Parish regarding appearances by Parish officials before Congressional committees and administrative agencies and arrange appointments upon request;
 - vii. Appear and represent St. Charles Parish before State and Federal Congressional committees upon request;
 - viii. Initiate contact with State and Federal agencies to promote the interests of St. Charles Parish when Parish proposals are under consideration by such State and Federal agencies to obtain the most favorable consideration;
 - ix. Advise, consult, and assist with representatives of the private section who are engaging in, or endeavoring to engage in State and Federally assisted economic development when requested by St. Charles Parish;
 - x. Appear before the Parish President and/or Council whenever requested to do so by the Parish President and/or Council for the purpose of providing information and answering questions regarding matters covered by this agreement.
- b. In providing the services described herein, Consultant shall be available to St. Charles Parish at times mutually agreeable to both parties during the period this Agreement is in effect.

11. Terms and Agreement:

- a. This Agreement shall be effective for a period of two (2) years (twenty-four months) beginning March 8, 2024, and can be extended by agreement of the parties for two additional one (1) year terms (twenty-four months) The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.
- b. This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles Parish over and above those specified herein, but yet undefined, which services shall be referred to as "special other services or projects", the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by St. Charles Parish to Consultant. Consultant shall not be compensated for any "special other services or projects" unless said services and payment are specifically agreed upon and approved in writing by St. Charles Parish prior to beginning the "special other services or projects".
- c. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

III. Compensation:

- a. Beginning March 8, 2024, St. Charles Parish agrees to pay Consultant a fee of One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00) per annum (paid at a rate of \$ 14, 166.66 per month) for the period this contract is in effect to carry out the terms and conditions of this Agreement for the services

referenced herein. The fee shall be paid per month enumerated on the request for payment form approved by St. Charles Parish.

- b. Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles Parish.
- c. Payment to the Consultant shall be by check to Consultant (tax identification number 72-0424362). Such payment shall discharge St. Charles Parish of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality:

- a. Consultant acknowledges that in the course of performing assignments for St. Charles Parish, Consultant will be exposed to confidential, proprietary, educational and administrative information of St. Charles Parish. Any confidential information acquired by the Consultant shall not be disclosed by it to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of this Agreement. Consultant shall have no obligation to keep confidential information that (a) was known to Consultant, as evidenced by its written records, prior to receipt of authoritative disclosures; or that (b) hereinafter becomes generally known to the public through no fault of Consultant.

- V. Consultant maintains professional liability insurance with appropriate coverage limits and agrees to provide a declaration page showing these limits upon request. Adams and Reese agrees to indemnify St. Charles Parish only for those actual damages resulting from a breach of its professional responsibility to St. Charles Parish that are covered by its professional liability insurance. Nothing in this

paragraph shall be interpreted to extend the applicable statute of limitation or repose for filing a professional liability claim arising from this engagement and it is agreed that the time period for St. Charles Parish filing any such claim is the same as would apply under the law if this agreement had not been reached.

VI. Insurance:

- a. Consultant shall secure and maintain at its expense professional liability insurance in at least the sum of \$1,000,000.00.
- b. All certificates of insurance shall be furnished to St. Charles Parish and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to St. Charles Parish.

VII. Exclusive Jurisdiction and Venue:

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

VIII. Other:

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

This Agreement shall be effective on March 8, 2024 and shall terminate on March 8, 2026, unless otherwise extended, re-negotiated or terminated for as set forth above herein.

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

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

Date:

WITNESSES:

ADAMS AND REESE, LLP
CONSULTANT

By:

Date: