

## AGREEMENT

THIS AGREEMENT is executed by and between St. Charles Parish, a government entity in the State of Louisiana, created and existing under the laws of the State of Louisiana, (herein called "St. Charles"), and Tauzin Consultants, LLC, (Herein called "Consultant")

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

### I. Duties and Responsibilities of Consultant

- (1) St. Charles does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles all according to the terms set out in this Agreement. The principle duties of Consultant shall be to provide services as follows: securing state and federal permits (when applicable) and state and federal appropriations for a variety of projects including but not limited to Hurricane Protection levees, new-age infrastructure with emphasis on effective drainage, wastewater, parks and recreation, community needs such as animal control, highways and various stimulus projects.
- (2) In providing the services described herein, Consultant shall be available to St. Charles at times mutually agreeable to both parties during the period this Agreement is in effect.

### II. Terms of Agreement

- (1) This Agreement shall be effective for a period of one year beginning June 7, 2016. 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.
- (2) This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles 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 to Consultant.
- (3) This Agreement may be terminated by either party without cause upon 30 days written notice.

### III. Compensation

- (1) Beginning June 7, 2016, St. Charles agrees to pay Consultant a fee of Sixty Thousand (\$60,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of this Agreement for "state" services. The fee shall be paid monthly at the rate of Five Thousand (\$5,000.00) dollars per month enumerated on a request for payment form approved by St. Charles.

- (2) Additionally, St. Charles agrees to pay Consultant a fee of One Hundred Twenty Thousand (\$120,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of the Agreement for "federal" services. The fee shall be paid monthly at the rate of Ten Thousand (\$10,000.00) dollars per month enumerated on a request for payment form approved by St. Charles.
- (3) Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles.
- (4) Payment to Consultant shall be by check to Consultant (Tax I.D. Number is 27-3153542). Such payment shall discharge St. Charles of any further obligation with regard to the services performed for which payment has been made.

#### IV. Confidentiality

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

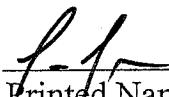
This Agreement shall be effective on and after June 7, 2016 and shall terminate on June 6, 2017 unless otherwise extended by Resolution of the Parish Council, re-negotiated or terminated for cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.-

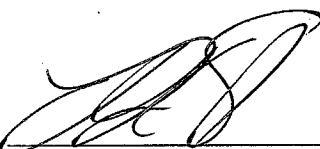
Tauzin Consultants, LLC

St. Charles Parish

BY

  
Printed Name Thomas N. Tauzin  
Title Managing Partner

BY

  
Printed Name Larry Cochran  
Title Parish President

DATED 6/15/16

DATED 6/8/16