

## **CONSULTING AGREEMENT**

THIS AGREEMENT is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026 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 limited liability partnership 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:

I. 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 Federal Government, and all their departments and agencies, as may be deemed necessary to further the interest of St. Charles Parish, including to secure federal support, funding, and policy alignment for St. Charles Parish's infrastructure, water, wastewater, and coastal protection priorities;
  - ii. Federal Strategy Development - Develop and implement a comprehensive federal funding and policy strategy for St. Charles

Parish, including funding and authorization for a new parish water plant; utilization of the U.S. Army Corps of Engineers Section 219 Wastewater Infrastructure Program; and identification of multi-agency opportunities to fund large-scale coastal restoration and flood protection initiatives. Prepare an annual Federal Strategy Plan outlining key priorities, timelines, and targeted funding programs;

- iii. Congressional and Agency Engagement - Engage directly with Louisiana's federal delegation, committee staff, and relevant agencies (USACE, FEMA, EPA, USDA, DOI, DOE, NOAA, USDOT, etc.). Coordinate visits, meetings, and briefings in Washington, D.C., and Louisiana to promote Parish priorities. Advocate for St. Charles Parish inclusion in congressional appropriations, report language, or infrastructure initiatives;
- iv. Funding Pursuit and Support - Identify, monitor, and assist in pursuing federal grant and appropriations opportunities aligned with Parish needs. Provide strategic guidance and coordination on federal applications, support letters, and agency outreach. Develop tactics for securing direct federal investments or cost-share funding for Parish projects;
- v. Monitoring and Reporting - Track and evaluate federal legislation, regulations, and funding cycles impacting the Parish. Provide quarterly progress reports detailing meetings, outcomes, and funding opportunities pursued;

- vi. Representation and Coordination - Represent St. Charles Parish before federal agencies and Congress when requested. Coordinate closely with the Parish President and staff to ensure unified strategy across all federal engagements;
  - vii. Deliverables – Consultant shall provide St. Charles Parish with an Annual Federal Strategy Plan, Quarterly Federal Progress Reports, and any requested Meeting and Contact Logs; and
  - viii. 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.

II. Terms and Agreement:

- a. This Agreement shall be effective for a period of two (2) years (twenty-four months) beginning February 1, 2026, and can be extended by agreement of the parties for an additional one (1) year term (twelve 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. Compensation for any “special other services or projects” specifically agreed upon and approved in writing by St. Charles Parish and Consultant shall be agreed upon in writing 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 February 1, 2026, St. Charles Parish agrees to pay Consultant a fee of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) per annum (paid at a rate of \$10,000.00 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: 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. 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.

VI. 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.

- VII. Termination for Non-Appropriation of Funds: The continuation of this Agreement shall be contingent upon the appropriation of funds to fulfill the requirements of the Agreement. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by St Charles Parish in any fiscal year covered by this Agreement, this Agreement may be terminated by St Charles Parish giving thirty (30) days advance notice to Consultant of such facts and St Charles Parish's intention to terminate its financial obligation.
- 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 February 1, 2026 and shall terminate on January 31, 2028, unless otherwise extended, re-negotiated or terminated for as set forth above herein.

[SIGNATURES ON NEXT PAGE]

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:

\_\_\_\_\_

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ST. CHARLES PARISH

\_\_\_\_\_  
By: Matthew Jewell  
Parish President

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

WITNESSES:

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\_\_\_\_\_

ADAMS AND REESE, LLP  
CONSULTANT

\_\_\_\_\_  
By:

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