

2025-0391

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 26-1-2

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Public Defenders Office (a/k/a 29TH Judicial District Indigent Defender) for funding from the settlement of the Louisiana State-Local Government Opioid Litigation in the amount of \$80,000.00 per year to the St. Charles Parish Public Defenders Office to pay the office to provide services for a Drug Court Attorney/Legal Representative for the Drug Court Program.

WHEREAS, pursuant to Resolution 6694 adopted on May 8, 2023, the St. Charles Parish Council approved the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding which set forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and,

WHEREAS, in accordance with the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding, St. Charles Parish desires to provide funding from the settlement of the Louisiana State-Local Government Opioid Litigation in the amount of \$80,000.00 per year to the St. Charles Parish Public Defenders Office to pay the office to provide services for a Drug Court Attorney/Legal Representative for the Drug Court Program.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement with the St. Charles Public Defenders Office (a/k/a 29TH Judicial District Indigent Defender) for funding from the settlement of the Louisiana State-Local Government Opioid Litigation in the amount of \$80,000.00 per year to the St. Charles Parish Public Defenders Office to pay the office to provide services for a Drug Court Attorney/Legal Representative for the Drug Court Program is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Matthew Jewell

SECRETARY: Michelle Saptak

DLVD/PARISH PRESIDENT: January 13, 2026

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: January 14, 2026

AT: 2:27 pm RECD BY: (Signature)

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN ST. CHARLES PARISH AND
ST. CHARLES PUBLIC DEFENDERS OFFICE**

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **MATTHEW JEWELL**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. _____, adopted by the St. Charles Parish Council on the _____ day of _____, 2026, a copy of which is attached hereto and made a part hereof, and hereinafter referred to as the "Parish"; and

ST. CHARLES PUBLIC DEFENDERS OFFICE (a/k/a 29TH JUDICIAL DISTRICT INDIGENT DEFENDER), a political subdivision of the State of Louisiana, located solely in St. Charles Parish, Louisiana, represented herein by **FENWICK A. SWANN III**, duly appointed District Public Defender, and

who hereby agree as follows:

WHEREAS, Article VII, Section 14.C of the Constitution of the State of Louisiana provides that political subdivisions may engage in cooperative endeavor agreements with other political subdivisions for public purposes; and

WHEREAS, pursuant to the laws of the State of Louisiana, St. Charles Parish is authorized and empowered to provide funding for purposes of assisting in matters that affect public safety and welfare of parish residents; and

WHEREAS, by enacting Louisiana Revised Statute 13:5301 in 1997, the Louisiana Legislature recognized the need to reduce the incidence of drug use and addiction, and the crimes committed as a result of drug addiction.; and

WHEREAS, the Louisiana Legislature enacted LARS 13:5301, et seq. for the purpose of establishing "a program to facilitate the creation of alcohol and drug treatment divisions in the various district courts of this state."; and

WHEREAS, pursuant to the enactment of 13:5301, et sec, the drug treatment division (herein referred to as "Drug Court") was established in the 29th Judicial District Court in 2002.; and

WHEREAS, the stated goals of Drug Court, as created under 13:5302, include (1) the reduction of drug abuse and dependency among participants, (2) the reduction of reoffending and recidivism among participants, (3) increase in personal, familial, and societal accountability of participants, and (4) the promotion of effective interaction and use of resources among criminal justice personnel and community agencies.; and

WHEREAS, since the inception in 2002, the Drug Court program has admitted 449 participants. Every one of these participants receives the services of the team assigned Public Defender while an active participant in the program. The Louisiana Supreme Court, and the Supreme Court Drug and Specialties Courts Office, have adopted the National Drug Court Institute Case Management Guidelines which lists Public (Indigent) Defender as an essential role in the Drug Court Team ; and

WHEREAS, the legal representation provided by the St. Charles Public Defenders Office to Drug Court Participants includes not only weekly in court representation during Court sessions, but also includes (1) advocacy in treatment and Drug Court Team meetings, and (2) legal counselling of Participants, and their families in non-criminal, extra-judicial matters, such as meeting housing placement, addressing food insecurities, child truancy abatement, advising on employment and custody/child support issues, and general legal advising. Through this

advocacy and representation, treatment becomes more effective, and the risk of reoffending decreases, thus assisting participants to be more protective citizens; and

WHEREAS, the legal representation of the St Charles Public Defenders Office not only helps the actual participants, but also aids in the preservation of families, and the directly affects the welfare and wellbeing of the children of all participants.;

WHEREAS, the legal representation of the St Charles Public Defenders Office has helped to aid participants in the Drug Court Program through assistance with navigating the Medicaid, Social Security and Department of Child and Family Services systems, thus further providing stability to aid participants' children and families to aid in their recovery.; and

WHEREAS, a requirement for admission into Drug Court is that the participant must be a resident of St. Charles Parish, and therefore the representation of these participants directly benefits residents of this Parish.; and

WHEREAS, no funding has ever been provided to the St Charles Public Defenders Office for any of these services.; and

WHEREAS, addiction to opioids pills, and by extension, their successors drugs (heroin, fentanyl, fentanyl analogues, tramadol, etc.), has continued to increased from 1990 to the present. This epidemic was driven by the over prescription of opioids by pharmaceutical companies. This continued rise in use has increased the need for programs such as Drug Court; and

WHEREAS, pursuant to Resolution 6694 dated May 8, 2023, St. Charles Parish approved the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding which set forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

WHEREAS, pursuant to Louisiana State-Local Government Opioid Litigation Memorandum of Understanding and other settlement participation forms, St. Charles Parish can only use the opioid settlement funds for purposes of Opioid Abatement; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. St. Charles Parish desires to provide funds in the amount of \$80,000.00 (Eighty Thousand and no/100) to the St Charles Public Defenders Office to pay the office to provide the above referenced services for a Drug Court Attorney/ Legal Representative for the Drug Court Program.
2. The payment of these funds shall be provided in the amount of \$20,000 per quarter. The St Charles Parish Public Defenders Office will provide a quarterly invoice for the funds provided under this Cooperative Endeavor Agreement.
3. The duration of this Cooperative Endeavor Agreement shall be for three (3) years to automatically renew yearly for the duration of the funding received from Louisiana State-Local Government Opioid Litigation Memorandum of Understanding.
4. Termination of the Contract for Convenience: St Charles Parish may terminate the Cooperative Endeavor Agreement at any time without penalty by giving six (6) months written notice to the St. Charles Public Defenders Office of such termination.
5. Termination for Non-Appropriation of Funds: The continuation of the Cooperative Endeavor 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 notice to the St. Charles Public Defenders

Office of such facts and St Charles Parish's intention to terminate its financial obligation.

6. Any notices required under this Agreement shall be directed to the party entitled to said notice at its address set forth below, unless this Agreement is otherwise amended in writing:

If to St. Charles Public Defenders Office

If to the Parish,

District Public Defender
29th Judicial District of Louisiana
13309 River Road
Luling, Louisiana 70070

St. Charles Parish President
P. O. Box 302
Hahnville, Louisiana 70057

7. Both St. Charles Parish and the St. Charles Public Defenders Office, agree to execute any other necessary documents required to effect the transfer of the above described funds.
8. The St. Charles Public Defenders Office agrees to provide any documentation deemed necessary to prove that the funds have been used for the above stated purpose.
9. Should either party to this Agreement have to file suit in order to enforce the provisions hereof, venue and jurisdiction is hereby established in the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below:

THUS DONE AND PASSED, on the _____ day of _____, 2026, by the St. Charles Parish (Donor), in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with me, Notary, after due reading of the whole.

WITNESSES:

**ST. CHARLES PARISH
DONOR:**

Print Name: _____

ST. CHARLES PARISH
By: Matthew Jewell
Parish President

Print Name: _____

NOTARY PUBLIC

Print Name: _____
Notary ID/LA Bar Roll No.: _____
Commission Expiration: _____

THUS DONE AND PASSED, on the _____ day of _____, 2026, by the St. Charles Public Defenders Office, in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with me, Notary, after due reading of the whole.

WITNESSES:

ST. CHARLES PUBLIC DEFENDERS OFFICE

Print Name: _____

ST. CHARLES PUBLIC DEFENDERS OFFICE
By: Fenwick A. Swann III
District Public Defender

Print Name: _____

NOTARY PUBLIC

Print Name: _____
Notary ID/LA Bar Roll No.: _____
Commission Expiration: _____