

St. Charles Parish

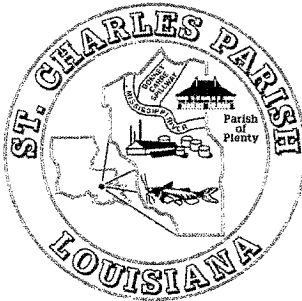
Meeting Minutes

Monday, February 19, 2024

6:00 PM

Council Chambers, Courthouse

Final



St. Charles Parish Courthouse

15045 Highway 18

P.O. Box 302

Hahnville, LA 70057

985-783-5000

www.stcharlesparish.gov

Parish Council

Council Chairman Bob Fisher

Councilmembers Michael A. Mobley, Holly Fonseca,

La Sandra D. Wilson, Heather Skiba, Walter Pilié,

Willie Comardelle, Michelle O'Daniels, Michele deBruler



St. Charles Parish

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Council Chairman Bob Fisher
Councilmembers Michael A. Mobley, Holly Fonseca,
La Sandra D. Wilson, Heather Skiba, Walter Pilié,
Willie Comardelle, Michelle O'Daniels, Michele deBruler

Monday, February 19, 2024

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 9 - Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, and Michele deBruler

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Waterworks Director Gregory Gorden, Blaine Fauchaux, Public Information Office

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Pastor Mark Joslin
New Vision Baptist Church, St. Rose

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of February 5, 2024.

The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2024-0084

In Recognition: Billy Raymond, Sr.

Sponsors: Mr. Jewell

Public comment opened on the deviation; no public comment

A motion was made by Councilmember Wilson, seconded by Councilmember Fonseca, to deviate from the regular order of the agenda to take up File No. 2024-0084; a matter not on the agenda. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Deviated

Read

A motion was made by Councilmember O'Daniels, seconded by Councilmember Skiba, to return to the regular order of the agenda. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Returned

2 2024-0077

In Recognition: James Grey Hoyt, Eagle Scout

Sponsors: Ms. Skiba

Read

3 2024-0078

In Recognition: Skyler Paul Brassette, Eagle Scout

Sponsors: Ms. Fonseca

Read

4 2024-0079

In Recognition: Kyle Daniel Waits, Eagle Scout

Sponsors: Ms. deBruler

Chairman Fisher spoke on the matter.
Mr. Gary Dolese, Scoutmaster, spoke on the matter.

Read

5 2024-0080

Proclamation: "Disability Awareness Month in St. Charles Parish"

Sponsors: Ms. Skiba

Read

6 2024-0081

Proclamation: "Lions Month in St. Charles Parish"

Sponsors: Mr. Comardelle

Read

7 2024-0082

Proclamation: "Problem Gambling Awareness Month"

Sponsors: Mr. Fisher

Read

8 2024-0083

Proclamation: "Arc Fest in St. Charles Parish"

Sponsors: Ms. Skiba

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2024-0072

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Parish President Jewell invited Ms. Jessica Naquin, Waterworks Utility Billing Coordinator, to the podium to explain the new billing software for the Department of Waterworks.

Councilwoman Fonseca spoke on the matter.

Ms. Naquin spoke on the matter.

Councilwoman Wilson spoke on the matter.

Parish President Jewell spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER 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 4, 2024, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2024-0085

An ordinance approving and authorizing the execution of an Agreement between Adams and Reese, LLP, and St. Charles Parish for governmental affairs representation.

Sponsors: Mr. Jewell and Department of Legal Services

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0086

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, 1014, 1018, and 1028 Paul Frederick Street, Luling as requested by Alvin Gordon, III.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0087

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, 315-317 Smith Street and 212 Highway 3160, Hahnville as requested by Troy A. Bailey.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0088

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, 12320 River Road, Destrehan as requested by Anna Nelson for DNA Real Estate, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0089

An Ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from O-L and R-1A(M) to R-1A on Lots P-1, 1B-1-A, 1A-1, and those properties designated as the Roussel Tract and Lot 3605A, approximately 42.5 acres between Dixieland and Country Cottage Subdivisions, 17956 and 17962 River Road, Montz as requested by Denver Perilloux, Terry & Dana Perilloux, Robert Oubre, and Chris M. Trepagnier for OT Properties, LLC & Three 4 Three, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0090

An ordinance approving and authorizing the execution of Change Order No. One (1) for the Barber Road Bank Stabilization, (Project No. P210702), to increase the contract amount by \$64,659.69 and increase the contract time by 7 calendar days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0091

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Stuart Consulting Group, Inc., for engineering services for the Eastbank Lift Stations Rehabilitation (Project No. S211203), in the amount not to exceed \$46,090.50.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0092

An ordinance approving and authorizing the execution of a Professional Services Agreement with G.E.C., Inc., to perform engineering services for the Hahnville WWTP Capacity Upgrades (Project No. S240201), in the amount not to exceed \$107,500.00.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0093

An ordinance approving and authorizing the Parish President to execute a Lease Agreement with Jackie Bee Investments, LLC, to temporarily house the Clerk of Court, Tax Collections and Licenses offices.

Sponsors: Mr. Jewell and General Government Buildings

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)**

9 2024-0066

An ordinance approving and authorizing the execution of Change Order No. 1 for AHU-5 HVAC System Replacement (Project No. GB-AC-0220), to decrease the contract amount by \$3,034.00.

Sponsors: Mr. Jewell and General Government Buildings

Reported:

General Government Buildings Recommended: Approval
Chief Operations Officer Darrin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 24-2-8

14 2024-0069

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 23-5-2 which approved the Professional Services Agreement with Alpha Testing and Inspection, Inc. for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$25,000.00, bringing the overall agreement amount to \$70,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 24-2-9

21 2024-0070

An ordinance approving and authorizing the execution of a Professional Services Agreement with Triton Controls & Engineering, Inc., to perform engineering services for the Wastewater PLC Upgrade (Project No. S240101), in the amount not to exceed \$156,778.00.

Sponsors: Mr. Jewell and Department of Wastewater

Reported:

Wastewater Department Recommended: Approval
Wastewater Director David deGeneres spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 24-2-10

RESOLUTIONS

35 2024-0073

A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$848,758.00 to elevate five residential flood prone structures to prevent further damages and reduce NFIP claims.

Sponsors: Mr. Jewell and Grants Office

Reported:

Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened; no public comment

Council Discussion

Ms. Chiasson spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 6754

39 2024-0074

A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$2,986,354.00 to elevate 16 residential flood prone structures to prevent further damages and reduce NFIP claims.

Sponsors: Mr. Jewell and Grants Office

Reported:

Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 6755

43 2024-0075

A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$578,597.00 to elevate four residential flood prone structures to prevent further damages and reduce NFIP claims.

Sponsors: Mr. Jewell and Grants Office

Reported:

Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened; no public comment

Council Discussion

Ms. Chiasson spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 6756

47 2024-0076

A resolution authorizing the Parish President to execute agreements and documents pertaining to the Restore Louisiana Infrastructure: FEMA Public Assistance Non-Federal Share Match Program.

Sponsors: Mr. Jewell and Grants Office

Reported:

Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 6757

APPOINTMENTS

2024-0071

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

Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember deBruler, seconded by Councilmember Skiba, to adjourn the meeting at approximately 7:29 pm. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

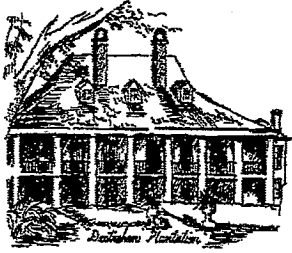


Michelle Impastato
Council Secretary

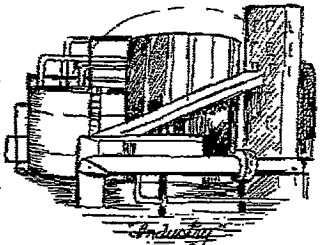
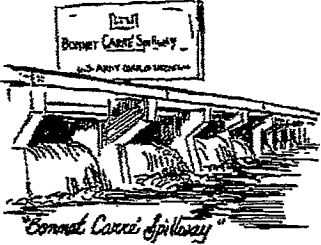
The Parish of St. Charles

February 19, 2024

IN RECOGNITION



WHEREAS, *Billy Raymond, Sr., Deputy Chief Administrative Officer, is a native of Hahnville and lifelong resident of St. Charles Parish. He and his wife, Karen, are the proud parents of five children: Billy Jr., Bryan, Byron, Vernard, Zachary, and six grandchildren; and,*



WHEREAS, *Billy is a retired employee of Dow Chemical, formally known as Union Carbide, with over 30 years of service. He served as a Probation Officer for the City of Baton Rouge prior to accepting employment at Union Carbide and has also served as a Reserve Deputy in the 1980's and a Deputy in Special Services from 2013 to 2016 for the St. Charles Parish Sheriff's Office; and,*



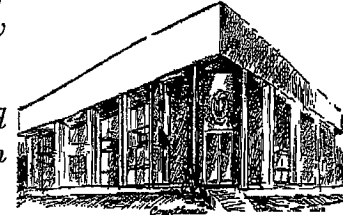
WHEREAS, *Billy serves as a Deacon at Mount Airy Baptist Church; and,*



WHEREAS, *Billy was elected to the St. Charles Parish Council in 2007 as the District I Councilman and served as Council Chairman in 2010; and,*



WHEREAS, *Billy ended his term as Councilman in 2011 and returned to Parish Government in 2016; was appointed as Chief Administrative Officer (CAO) by former Parish President Larry Cochran, and was appointed as Deputy Chief Administrative Officer by current Parish President Matthew Jewell; and,*



WHEREAS, *Billy carried out his days with grace and kindness, beginning with greeting each and every employee on the 3rd Floor of the Courthouse; and,*

WHEREAS, *We will miss his professional expertise, mentorship, and most of all, his friendship.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

BILLY RAYMOND, SR.

*"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.*

Matthew Jewell
MATTHEW JEWELL
PARISH PRESIDENT

Walter Pilie
WALTER PILIE
COUNCILMAN, DISTRICT III

Michael A. Mobley
MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

Willie Comardelle
WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

Holly Fonseca
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

Michelle O'Daniels
MICHELLE O'DANIELS
COUNCILWOMAN, DISTRICT V

La Sandra D. Wilson
LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

Bob Fisher
BOB FISHER
COUNCILMAN, DISTRICT VI

Heather Skiba
HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

Michele Debruler
MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

February 19, 2024

IN RECOGNITION

WHEREAS, James Grey Hoyt is a resident of St. Charles Parish, residing in Luling, Louisiana with his parents Gail and Pat Hoyt; and,

WHEREAS, James is a member of Troop 370 chartered by St. Anthony of Padua Catholic Church in Luling; he started his Scouting career in August 2013; and,

WHEREAS, James has spent the last 11 years as an active member of the Scouts, spending the last 7 years preparing to become an EAGLE SCOUT; and,

WHEREAS, James has earned his 47 merit badges from a list of 137 badges and completed his Eagle Scout Service Project by constructing benches and tables for the International School of Louisiana; and,

WHEREAS, James earned these 47 merit badges by showing leadership ability as Senior Patrol Leader, Patrol Leader, Assistant Patrol Leader; and,

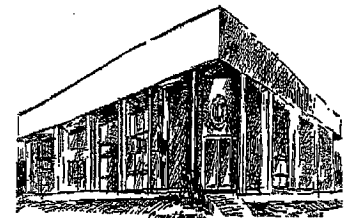
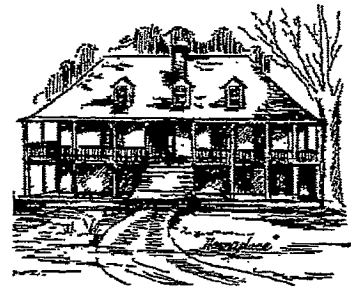
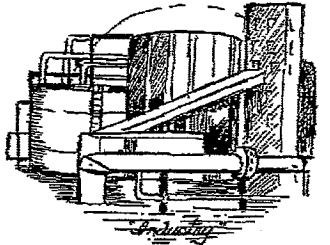
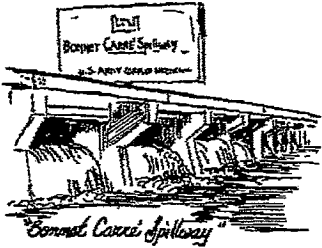
WHEREAS, James rose to the rank of EAGLE SCOUT on October 3, 2023, and received his medal in a ceremony on January 13, 2024, at the St. Anthony of Padua Community Activity Building in Luling; and,

WHEREAS, James is a Senior at Hahnville High School, and will continue to grow as an EAGLE SCOUT by providing leadership as an Assistant Scoutmaster for Troop 370.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

JAMES GREY HOYT

*"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.*



Matthew Jewell
MATTHEW JEWELL
PARISH PRESIDENT

Walter Pille
WALTER PILLE
COUNCILMAN, DISTRICT III

Michael A. Mobley
MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

Willie Comardelle
WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

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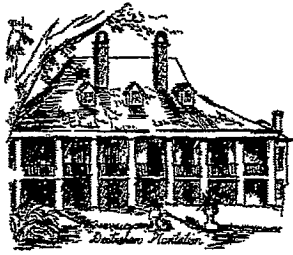
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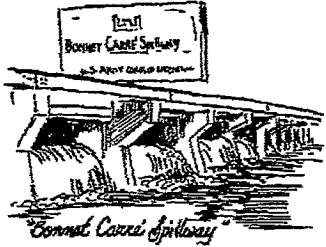
The Parish of St. Charles

February 19, 2024

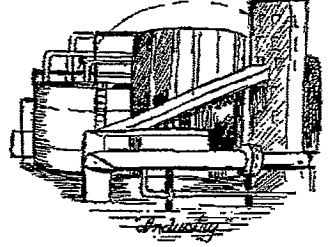
IN RECOGNITION



WHEREAS, Skyler Paul Brassette is a resident of St. Charles Parish, residing in Luling Louisiana with his parents Hollie and Wes, and sister Shea; and,



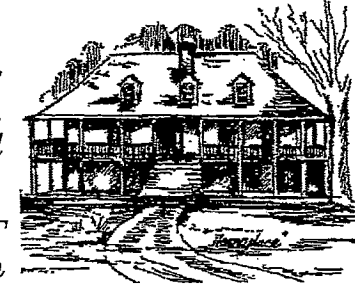
WHEREAS, Skyler is a member of Troop 370 chartered by St. Anthony of Padua Catholic Church in Luling; he started his Scouting career in August 2013; and,



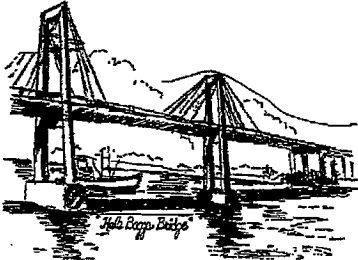
WHEREAS, Skyler has spent the last 10 years as an active member of the Scouts, spending the last 7 years preparing to become an EAGLE SCOUT; and,



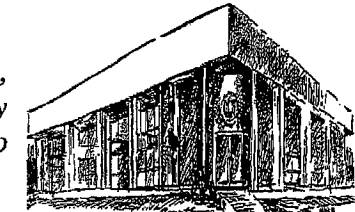
WHEREAS, Skyler has earned his 44 merit badges from a list of 137 badges and completed his Eagle Scout Service Project by constructing bat house boxes to be placed in the Bonnet Carre Spillway; and,



WHEREAS, Skyler earned these 44 merit badges by showing leadership ability as Assistant Senior Patrol Leader, Patrol Leader, Troop Guide, Historian, and Assistant Patrol Leader; and,



WHEREAS, Skyler rose to the rank of EAGLE SCOUT on October 3, 2023, and received his medal in a ceremony on January 13, 2024, at the St. Anthony of Padua Community Activity Building in Luling; and,



WHEREAS, Skyler is a Senior at Hahnville High School, and will continue to grow as an EAGLE SCOUT by providing leadership as an Assistant Scoutmaster for Troop 370.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

SKYLER PAUL BRASSETTE

*"PARISH OF PLENTY"
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"German Coast", a parish of
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development, known for its
hospitality, rural living and sporting
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MATTHEW JEWELL
PARISH PRESIDENT

WALTER PILIE
COUNCILMAN, DISTRICT III

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COUNCILMAN AT LARGE, DIV. A

WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

MICHELLE O'DANIELS
COUNCILWOMAN, DISTRICT V

LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

BOB FISHER
COUNCILMAN, DISTRICT VI

HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

February 19, 2024

IN RECOGNITION

WHEREAS, Kyle Daniel Waits is a resident of St. Charles Parish, residing in Luling, Louisiana with his parents Tanya and Stuart, and brother Zachary and sister Kaitlyn; and,

WHEREAS, Kyle is a member of Troop 370 chartered by St. Anthony of Padua Catholic Church in Luling; he started his Scouting career in August 2012; and,

WHEREAS, Kyle has spent the last 11 years as an active member of the Scouts, spending the last 7 years preparing to become an EAGLE SCOUT; and,

WHEREAS, Kyle has earned his 36 merit badges from a list of 137 badges and completed his Eagle Scout Service Project by constructing message boards that were placed in the Bonnet Carre Spillway; and,

WHEREAS, Kyle earned these 36 merit badges by showing leadership ability as Troop Quartermaster, Scribe and Historian; and,

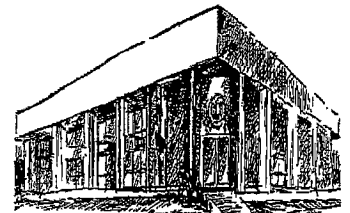
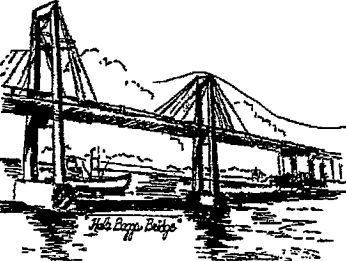
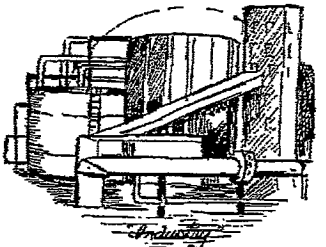
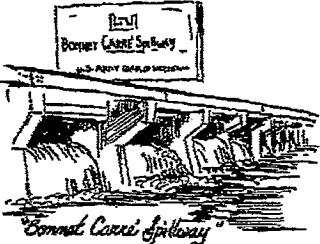
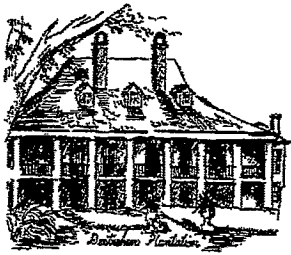
WHEREAS, Kyle rose to the rank of EAGLE SCOUT on October 30, 2023, and will receive his medal in a ceremony on March 16, 2024, at the St. Anthony of Padua Community Activity Building in Luling; and,

WHEREAS, Kyle is a Senior at Hahnville High School, and will continue to grow as an EAGLE SCOUT by providing leadership as an Assistant Scoutmaster for Troop 370.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

KYLE DANIEL WAITS

*"PARISH OF PRESENTY"
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.*



Matthew Jewell
MATTHEW JEWELL
PARISH PRESIDENT

Walter Pilié
WALTER PILIE
COUNCILMAN, DISTRICT III

Michael A. Mobley
MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

Willie Comardelle
WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

Holly Fonseca
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

Michelle O'Daniels
MICHELLE O'DANIELS
COUNCILWOMAN, DISTRICT V

La Sandra D. Wilson
LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

Bob Fisher
BOB FISHER
COUNCILMAN, DISTRICT VI

Heather Skiba
HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

Michelle Debruler
MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, *the Arc of St. Charles is a non-profit organization committed to providing services and support that enable people of all ages with developmental and intellectual disabilities and special needs to attain their full potential; and,*

WHEREAS, *the Arc strives to promote and maintain a high level of professionalism in all areas and to maximize all resources, human and financial, in the interest of helping all persons they serve lead fulfilling and rewarding lives; and,*

WHEREAS, *the Arc includes over 140,000 members affiliated through more than 650 state and local chapters across the Nation; and,*

WHEREAS, *it is important that every individual and family affected by intellectual and developmental disabilities have access to information, advocacy, and skills they need to participate as active members of their community and to live an ordinary decent American life; and,*

WHEREAS, *people with intellectual and developmental disabilities and their families are valued, respected, and included in all communities; they direct their own lives and can choose services and support from many available sources; and they are empowered through non-profit advocacy. State and Federal Governments administer programs and set a budget that meet everyone's needs.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MARCH 2024 AS

“DISABILITY AWARENESS MONTH IN ST. CHARLES PARISH”

BE IT FURTHER RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY URGE THAT THE CITIZENS OF ST. CHARLES PARISH GIVE FULL SUPPORT TO EFFORTS TOWARD ENABLING PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES TO LIVE PRODUCTIVE LIVES AND ACHIEVE THEIR POTENTIAL.

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT

s/MICHAEL A. MOBLEY
MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

s/HOLLY FONSECA
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

s/LA SANDRA D. WILSON
LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

s/HEATHER SKIBA
HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ
WALTER PILIÉ
COUNCILMAN, DISTRICT III

s/WILLIE COMARDELLE
WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

s/MICHELLE O'DANIELS
MICHELLE O'DANIELS
COUNCILWOMAN, DISTRICT V

s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI

s/MICHELE DEBRULER
MICHELE DEBRULER
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, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 2024 AS

**"LIONS MONTH
IN ST. CHARLES PARISH"**

s/MATTHEW JEWELL

MATTHEW JEWELL

PARISH PRESIDENT

s/MICHAEL A. MOBLEY

MICHAEL A. MOBLEY

COUNCILMAN AT LARGE, DIV. A

s/HOLLY FONSECA

HOLLY FONSECA

COUNCILWOMAN AT LARGE, DIV. B

s/LA SANDRA D. WILSON

LA SANDRA D. WILSON

COUNCILWOMAN, DISTRICT I

s/HEATHER SKIBA

HEATHER SKIBA

COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ

WALTER PILIÉ

COUNCILMAN, DISTRICT III

s/WILLIE COMARDELLE

WILLIE COMARDELLE

COUNCILMAN, DISTRICT IV

s/MICHELLE O’DANIELS

MICHELLE O’DANIELS

COUNCILWOMAN, DISTRICT V

s/BOB FISHER

BOB FISHER

COUNCILMAN, DISTRICT VI

s/MICHELE DEBRULER

MICHELE DEBRULER

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; www.helpforgambling.org; and,*

WHEREAS, *Louisiana was one of the first states to have numerous state funded programs such as the residential treatment facility, Center of Recovery-CORE in Shreveport for problem gamblers; and,*

WHEREAS, *numerous organizations, such as the Louisiana Association on Compulsive Gambling, the Louisiana Lottery, the Louisiana Casino Association, the Louisiana Gaming Industry, the Office of the Attorney General, the State Police Gaming Division, and the Gaming Control Board all work together with the Louisiana Department of Health & all statewide Districts to address problem gambling; 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, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 2024 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/MATTHEW JEWELL

MATTHEW JEWELL

PARISH PRESIDENT

s/MICHAEL A. MOBLEY

MICHAEL A. MOBLEY

COUNCILMAN AT LARGE, DIV. A

s/HOLLY FONSECA

HOLLY FONSECA

COUNCILWOMAN AT LARGE, DIV. B

s/LA SANDRA D. WILSON

LA SANDRA D. WILSON

COUNCILWOMAN, DISTRICT I

s/HEATHER SKIBA

HEATHER SKIBA

COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ

WALTER PILIÉ

COUNCILMAN, DISTRICT III

s/WILLIE COMARDELLE

WILLIE COMARDELLE

COUNCILMAN, DISTRICT IV

s/MICHELLE O'DANIELS

MICHELLE O'DANIELS

COUNCILWOMAN, DISTRICT V

s/BOB FISHER

BOB FISHER

COUNCILMAN, DISTRICT VI

s/MICHELE DEBRULER

MICHELE DEBRULER

COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, *the Arc of St. Charles is a non-profit organization committed to providing services and support that enable people of all ages with developmental and intellectual disabilities and special needs to attain their potential; and,*
WHEREAS, *the Arc strives to promote and maintain a high level of professionalism in all areas and to maximize all resources, human and financial, in the interest of helping all persons with intellectual and developmental disabilities and special needs; and,*
WHEREAS, *the Twentieth Annual “Arc Fest” is the weekend of March 9-10, 2024, from 8:00 am to 8:00 pm at the West Bank Bridge Park in Luling; and,*
WHEREAS, *proceeds from “Arc Fest” benefit the participants and services of The Arc of St. Charles.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 9-10, 2024, AS

“ARC FEST IN ST. CHARLES PARISH”

AND ENCOURAGE ALL CITIZENS IN THE PARISH TO ATTEND THE FESTIVAL AT THE WEST BANK BRIDGE PARK.

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT
s/MICHAEL A. MOBLEY
MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A
s/HOLLY FONSECA
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B
s/LA SANDRA D. WILSON
LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I
s/HEATHER SKIBA
HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ
WALTER PILIÉ
COUNCILMAN, DISTRICT III
s/WILLIE COMARDELLE
WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV
s/MICHELLE O'DANIELS
MICHELLE O'DANIELS
COUNCILWOMAN, DISTRICT V
s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI
s/MICHELE DEBRULER
MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

2024-0066

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 24-2-8

An ordinance approving and authorizing the execution of Change Order No. 1 for AHU-5 HVAC System Replacement (Project No. GB-AC-0220), to decrease the contract amount by \$3,034.00.

WHEREAS, Ordinance No. 20-2-7, adopted on February 17, 2020, by the St. Charles Parish Council, approved and authorized the execution of a Engineering Services Contract between Huseman & Associates, LLC and St. Charles Parish to perform electrical and mechanical consulting engineering services associated with the replacement of the HVAC Unit #5 at the St. Charles Parish Courthouse located at 15045 River Rd., Hahnville, LA 70057; and,

WHEREAS, Ordinance No. 21-6-3, adopted on June 7, 2021, by the St. Charles Parish Council, approved and authorized the execution of a contract with ARC Mechanical Contractors, Inc., for St. Charles Parish Courthouse AHU-5 HVAC System Replacement, (Project No. GB-AC-0220), in the amount of \$824,000.00; and,

WHEREAS, it is necessary to issue a change order to reconcile the relocation of infrastructure for the above mentioned project; and,

WHEREAS, it is necessary to amend the contract resulting in an decrease in the approved contract price of \$824,000.00 resulting in a final contract price of \$820,966.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for AHU-5 HVAC System Replacement (Project No. GB-AC-0220), to decrease the contract amount by \$3,034.00 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: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 19th day of February, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bry Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: February 20, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: February 21, 2024
AT: 3:40pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 01

DATE OF ISSUANCE: 10-03-2022

EFFECTIVE DATE: 10-03-2022

OWNER: St. Charles Parish Courthouse
CONTRACTOR: ARC Mechanical
Contract: AHU-5 HVAC System Replacement
Project #: GB-AC-0220
OWNER's Contract No. GB-AC-0220
ENGINEER's Contract No. 2020-0050
ENGINEER: Huseman & Associates, LLC

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

1. Deduct for the Following Work Items:

a. Work Change Directive No. 1

- i. Contract Item #1: Roofing scope of work for installation of roof top equipment and *roof curbs*.
Deduct applied for this scope of work. *(-\$ 19,739.00)*
- ii. Contract Item #2: Fire-smoke dampers in corridors.
Deduct applied for this scope of work. *(-\$ 1,400.00)*

Net Total Deduct for WCD No. 1 Work Items = *(-\$ 21,139.00)*

2. Add for the Following Work Items:

a. Work Change Directive No. 1

- i. New Contract Item #3: Replace existing domestic water PEX pipe located in the plenum. There is approx. 100' of existing PEX piping that is not rated for use in plenum applications. Install new PEX pipe in compliance with ASTM E84 for smoke flame rating for plenum applications.
Addition of **\$ 3,807.00 (L.S.)**. See attached cost estimate for details.
- ii. New Contract Item #4: Relocation of doors and demolition work in the new office spaces. Relocation of existing door openings required additional architectural scope of work to close the openings, finish, and paint.
Addition of **\$ 9,099.00 (L.S.)**. See attached cost estimate for details.
- iii. New Contract Item #5: Demolition of existing walls from former refrigerator room and installation of new walls to finish existing office space and storage areas.
Addition of **\$ 1,636.00 (L.S.)**. See attached cost estimate for details.
- iv. New Contract Item #6: Demolition of old telephone conduit.
Addition of **\$ 1,825.00 (L.S.)**. See attached cost estimate for details.
- v. New Contract Item #7: Add ductless split system for IT Room fully redundant emergency backup.
Addition of **\$ 22,474.00 (L.S.)**. See attached cost estimate for details.
- vi. New Contract Item #8: Asbestos abatement of existing IT Room floor.
Addition of **\$ 4,831.00 (L.S.)**. See attached cost estimate for details.

- vii. New Contract Item #9: IT Room floor modifications. The concrete beam at the IT room needed to be chipped down far enough to install floor patch to receive new flooring. The exiting ceramic tile had to be removed as well.
Addition of \$ 13,060.00 (L.S.). See attached cost estimate for details.
- viii. New Contract Item #10: Encapsulate floors at LVT. Install floor patch on top of existing flooring that would allow new LVT to be installed.
Addition of \$ 14,250.00 (L.S.). See attached cost estimate for details.
- ix. New Contract Item #11: Furr out existing CMU walls at new offices.
Addition of \$ 1,649.00 (L.S.). See attached cost estimate for details.
- x. New Contract Item #12: Painting of existing walls, doors, and door frames due to damages sustained from Hurricane Ida.
Addition of \$ 36,821.00 (L.S.). See attached cost estimate for details.
- xi. New Contract Item #13: Provide additional power outlets and data drops in new offices.
Addition of \$ 5,962.00 (L.S.). See attached cost estimate for details.
- xii. New Contract Item #14: *Request for Construction Time Extension*. The quantity of construction calendar days is to be changed from 180 to 440. Date for Substantial Completion to be revised from December 12, 2021, to September 6, 2022.
Addition of \$ 0.00 (L.S.). See attached letter from Contractor for details.
- xiii. New Contract Item #15: Provide additional twist-lock outlets in IT Room and modifications to break room power wiring for microwave and cook top range.
Addition of \$ 2,691.00 (L.S.). See attached cost estimate for details.

Net Total Add for Work Change Directive No. 1 Items = (+\$ 118,105.00)

Change Order No.1 Summary:

Relocation of Infrastructure	\$100,000.00 within the original contract amount.
WCD No. 1 Deduct.....	(-\$ 21,139.00)
WCD No. 1 Add.....	+\$ 118,105.00

Total Deduct for Change Order No. 1.....\$3,034.00

Reason for Change Order: List a reason for each Line Item listed above.

1. Deleted Work Items
 - a. Work Change Order Directive No. 1
 - i. Existing roof had to be completely replaced due to damage sustained from Hurricane Ida. Contractor issued a credit for scope that involved roofing work to install new roof top HVAC equipment.
 - ii. Contractor issued a credit for electrical and fire alarm scope of work that involved installation of fire-smoke dampers in the corridor areas. Several fire-smoke dampers were removed from the scope of work due to the installation of fire rated ceilings in the corridor areas.

2. Added Work Items
 - a. Work Change Order Directive No. 1
 - i. There was approx. 100' of existing PEX piping that was not rated for use in return air plenum applications. New PEX pipe, in compliance with ASTM E84 for smoke flame rating for plenum applications, was installed.

- vi. Asbestos abatement of existing IT room floor. IT room floor tiles tested positive for asbestos.
- vii. The existing IT Room floor was raised from the rest of the adjacent floors. During construction, concrete beams were discovered under the raised IT room floor panels. The existing concrete pads had to be demolished to level and finish the floors to match the adjacent areas. The concrete beam at the IT room needed to be chipped down far enough to install floor patch to receive new flooring. The existing ceramic tile had to be removed as well.
- viii. During construction, it was discovered that the existing floor tiles under the carpet contained tested positive for asbestos. Asbestos encapsulation product was installed on top of existing flooring to allow for new LVT to be installed.
- ix. Decision was made to fur out existing CMU walls at new offices.
- x. Existing walls, doors and door frames had to be painted due to damages sustained from Hurricane Ida.
- xi. Sheriff Office requested additional power outlets and data drops in new offices.
- xii. Requested construction time extension due to Hurricane Ida, as well as labor shortages and construction material delivery delays due to the COVID-19 pandemic.
- xiii. Sheriff Office requested additional twist-lock power outlets and data drops in IT Room.
- xiv. Unforeseen existing condition found during construction. Power wiring to Break Room microwave oven and cook top range found to be non-compliant with code.

Attachments: (List documents supporting change)

Work Change Order Directive No. 1
Letter from ARC Mechanical Contractors for Time Extension.

SCP PROJECT #GB-AC-0220
AHU-5 HVAC SYSTEM REPLACEMENT

CHANGE IN CONTRACT PRICE:
Original Contract Price \$824,000.00
Net Increase (Decrease) from previous Change Orders No. 1 to 1: \$0.00
Contract Price prior to this Change Order: \$824,000.00
Net increase (decrease) of this Change Order: \$3,034.00
Contract Price with all approved Change Orders: \$820,966.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 180 days (Dec. 12, 2021) Ready for final payment: 45 days (Jan. 27, 2022) (days or dates)
Net change from previous Change Orders No. 1 to No. 1: Substantial Completion: N/A Ready for final payment: N/A (days)
Contract Times prior to this Change Order: Substantial Completion: 180 days (Dec. 12, 2021) Ready for final payment: 45 days (Jan. 27, 2022) (days or dates)
Net increase this Change Order: Substantial Completion: 260 days (September 6, 2022) Ready for final payment: 45 days (October 21, 2022) (days or dates)
Contract Times with all approved Change Orders: Substantial Completion: September 6, 2022 Ready for final payment: October 21, 2022 (dates)

RECOMMENDED:

By: FEDRO GONZALEZ
ENGINEER (Authorized Signature)

APPROVED:

By: Math Jewell
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 10-03-22

Date: 2-21-24

Date: 10-10-2022

2024-0069

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 24-2-9

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 23-5-2 which approved the Professional Services Agreement with Alpha Testing and Inspection, Inc. for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$25,000.00, bringing the overall agreement amount to \$70,000.00.

WHEREAS, Ordinance No. 19-7-1 adopted on July 1, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that improves conveyance capacity in a canal in the vicinity of Destrehan Pump Station (P.S.) No. 2. (Project Number P190507), in the not to exceed amount of \$105,160.00; and,

WHEREAS, Ordinance No. 22-12-7 adopted on December 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Cycle Construction Company, LLC, for construction services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the amount of \$2,264,960.00; and,

WHEREAS, Ordinance No. 23-5-2 adopted on May 8, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00; and,

WHEREAS, Ordinance No. 23-11-12 adopted on November 20, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 with Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00, bringing the total contract value to \$45,000.00; and,

WHEREAS, the construction project is not yet complete, and therefore testing services must be extended to ensure vibrations on the project site are monitored daily throughout construction activities until substantial completion has been attained; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc. have mutually agreed upon a not to exceed fee of \$25,000.00 to complete the work, bringing the total agreement value to \$70,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the total amount of \$25,000.00, to increase the overall agreement value to \$70,000.00, is hereby approved and accepted.

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

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 19th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Fisher*
SECRETARY: *Michelle Dupont*
DLVD/PARISH PRESIDENT: February 20, 2024
APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RET/SECRETARY: February 21, 2024
AT: 3:40 pm RECD BY: *[Signature]*

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR HYDRAULIC BOTTLENECK NEAR
DESTREHAN P.S. NO. 2**

THIS AMENDMENT NO. 2 is made and entered into on this ____ day of _____, 2024;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

ALPHA TESTING AND INSPECTION, INC., represented herein by Michael A. Devillier, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On July 1, 2019, the St. Charles Parish Council adopted Ordinance No. 19-7-1 to authorize an Agreement between St. Charles Parish and Evans-Graves Engineers, Inc., to perform engineering services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$105,160.00; and,

WHEREAS, On December 5, 2022, the St. Charles Parish Council adopted Ordinance No. 22-12-7 to authorize a Contract between St. Charles Parish and Cycle Construction Company, LLC, for construction services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the amount of \$2,264,960.00; and,

WHEREAS, On May 8, 2023, the St. Charles Parish Council adopted Ordinance No. 23-5-2 to authorize an Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for testing services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00; and,

WHEREAS, On November 20, 2023, the St. Charles Parish Council adopted Ordinance No. 23-11-12 to authorize Amendment No. 1 to an Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for continued testing services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00, bringing the total contract value to \$45,000.00; and,

WHEREAS, the construction project is not yet complete, and therefore testing services must be extended to ensure vibrations on the project site are monitored daily throughout construction activities until substantial completion has been attained; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc. have mutually agreed upon a not to exceed fee of \$25,000.00 to complete the work, bringing the total contract value to \$70,000.00.

ATTACHMENT "C" PROJECT COMPENSATION

Delete entire Attachment "C" and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2024.

Witnesses:

Sde Castro

Ramirez

ST. CHARLES PARISH

By: Matthew Jewell
Matthew Jewell
Parish President

Date: 2-21-24

**ALPHA TESTING AND INSPECTION,
INC.**

By: _____
Michael A. Devillier
President

Date: _____

**ATTACHMENT "C" – AMENDMENT NO.2
PROJECT COMPENSATION**

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for vibration monitoring and soil testing services as described in Attachment A is estimated to be \$70,000.00.
- b. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- d. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Revised Attachment C-1.

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774



March 1, 2023
Revised January 25, 2024

St. Charles Parish
Department of Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Ms. Andre R. Ford, P.E.

Re: Hydraulic Bottleneck
Near Destrehan P.S No.2
St. Charles Parish, LA

Dear Gentlemen:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

1. Vibration Monitoring:

- a.) Services of Technician and Equipment (one monitor)
To perform vibration monitoring during sheet pile driving, Rate/Hour \$ 50.00
- b.) Transportation charge, Rate/Trip \$ 50.00

2. Soil Testing – Laboratory:

- a.) Liquid Limit, Plastic Limits & Plasticity Index, Each \$ 75.00
- b.) Moisture Density Relationship Test (Proctor), Each \$ 150.00

3. Soil Testing – Field:

- a.) Services of Technician to visit project site and make field
Density tests – Nuclear Method 12” Maximum Depth,
Rate/Each \$ 50.00
- b.) In place density tests (Nuclear Method), Each \$ 15.00
- c.) Transportation charge, Rate/Trip \$ 50.00

St. Charles Parish
Department of Public Works
Attn: Ms. Andre R. Ford, P.E

4. Sampling Charge:

- | | |
|--|----------|
| a.) Services of Technician to sample materials for laboratory Testing, Rate/Hour | \$ 50.00 |
| b.) Transportation charge, Rate/Trip | \$ 50.00 |

Estimated Job Cost \$70,000.00

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worked in excess of 8 hours per day, Mondays through Fridays, and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.



Michael A. Devillier
President

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774



CERTIFICATE OF CORPORATE RESOLUTION AUTHORIZING ENTERPRISE PROJECT APPLICATION

I, Michael A. Devillier, President of Alpha Testing and Inspection, Inc., organized and existing under the laws of Louisiana and having its principal place of business at 338 Highway 3160 Hahnville, LA 70057, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on January 1, 2023 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President or Vice President of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the Enterprise Project Application;

RESOLVED FURTHER: That the President or Vice President are hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS

<u>Michael A. Devillier</u>	<u>4/4/23</u>
President	Date
<u>Brad O'Neil</u>	<u>4/4/23</u>
Vice President	Date

2024-0070

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)**

ORDINANCE NO. 24-2-10

An ordinance approving and authorizing the execution of a Professional Services Agreement with Triton Controls & Engineering, Inc., to perform engineering services for the Wastewater PLC Upgrade (Project No. S240101), in the amount not to exceed \$156,778.00.

WHEREAS, the Parish desires to upgrade the Programmable Logic Controllers (PLCs) at both the Hahnville and Destrehan Wastewater Treatment Plants; and,

WHEREAS, the upgrade will include program conversion, hardware setup, testing and installation support as necessary; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Triton Controls & Engineering, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Triton Controls & Engineering, Inc., for services as required by the Department of Wastewater, for the Wastewater PLC Upgrade (Project No. S240101), in the not to exceed amount of \$156,778.00 is hereby approved and accepted.

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

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 19th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: February 20, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 21, 2024
AT: 3:40 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2024 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and TRITON CONTROLS & ENGINEERING, INC., a corporation acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for WASTEWATER PLC UPGRADE Project No. S240101 as described in Ordinance No. 24-2-10 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

WASTEWATER PLC UPGRADE
Project No. S240101

2.2 The Project consists of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project, if applicable, are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.

- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant 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, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will

not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying,

NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids are, for any reason, delayed beyond

a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 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.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 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.

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

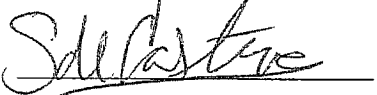
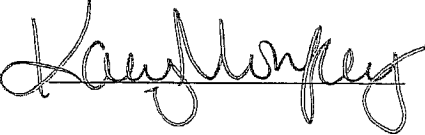
CONSULTANT further agrees to comply with all federal and state laws.

17.0 OTHER

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

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:

WITNESSES:

ST. CHARLES PARISH


By: Matthew Jewell, Parish President

2/21/24
Date:

TRITON CONTROLS & ENGINEERING,
INC.

By: Steven P. Babin, President

Date:

ATTACHMENT "A"

WASTEWATER PLC UPGRADE

Project No. S240101

Project Scope:

The CONSULTANT shall complete the following services to accomplish an upgrade to the Programmable Logic Controllers (PLCs) at both the Hahnville and Destrehan Wastewater Treatment Plants:

- Field Review
- Equipment Bill of Material for each PLC
- PLC Program Conversion
- Post Conversion Line by Line Program Review
- In-House Hardware setup
- Post Conversion Testing
 - o Un-Witnessed PLC to HMI / PLC to PLC Communication Testing
 - o Up to 32 hours Witnessed PLC to HMI / PLC to PLC Communication Testing
- Up to 160 manhours of Installation Support
 - o Additional installation support over the allotted 160 hours will be provided on a T&M basis per the attached rate sheet labeled Attachment C-1.

Clarifications:

- Installation in the field by others
- Drawings not included
- HMI addressing to remain as-is.

Potential Future Scope:

- Aeration Basin program upgrades, as authorized by the Owner

ATTACHMENT "B"

**WASTEWATER PLC UPGRADE
Project No. S240101**

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Hahnville Wastewater Treatment Plant	60
Destrehan Wastewater Treatment Plant	60

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"

WASTEWATER PLC UPGRADE
Project No. S240101

OWNER shall pay CONSULTANT a Lump Sum amount of \$39,889.00 for the Work completed at the Destrehan Wastewater Treatment Plant and a Lump Sum amount of \$56,889.00 for the Work completed at the Hahnville Wastewater Treatment Plant.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.

OWNER shall pay CONSULTANT on a Not to Exceed basis, up to \$20,000.00, for installation support over the allotted 160-hours as described in Attachment A.

- a. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- b. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- c. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Not to Exceed basis, up to \$40,000.00, for program upgrades at the aeration basins at both plants, if authorized by the Owner.



Rate Sheet 2024

(Expires 12/31/2022)

	<u>Regular</u>	<u>Overtime</u>
Offshore	\$165.00/hr	\$225.00/hr
Sr. Control Systems Engineer	\$125.00/hr	\$187.50/hr
Control Systems Engineer	\$110.00/hr	\$160.00/hr
Control Systems Technician	\$55.00/hr	\$75.00/hr

- Materials billed at cost plus 20% in addition to applicable sales tax. Shipping charges billed at cost.
- Per Diem for overnight stays is \$50.00 per day.
- Overtime is defined as time in excess of 8 hours per day or 40 hours per week. One week is defined as Saturday to Sunday.
- Minimum four (4) hours overtime shall be charged for Emergency Call-Outs.
- Minimum twelve (12) hours shall be charged for Offshore work.
- Services performed during weekends and holidays are charged at the overtime rate.
- Billing for Time & Material work is issued bi-weekly.
- Travel expenses (excluding mileage) are billed at cost.
- Mileage billed at IRS standard mileage rate portal-to-portal originating at 11851 Dunlay Lane., Baton Rouge, LA 70809.
- Travel time is billed portal-to-portal originating at 11851 Dunlay Lane., Baton Rouge, LA 70809.
- Standard Payment Terms – Net 30 Days (Pre-approval is required).

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Duplication of these documents in whole or in part without the express written consent of TRITON Controls & Engineering, Inc. is strictly prohibited. The design ideas conveyed in this proposal are considered to be the intellectual property of TRITON Controls & Engineering, Inc. Any reuse of these design ideas in whole or in part without the express written consent of TRITON Controls & Engineering, Inc. is strictly prohibited.



11851 Dunlay Ln
Baton Rouge, LA 70809

TRITONCONTROLS.COM

P 225.751.7161 | F 225.751.7164

February 05, 2024

To Whom It May Concern,

I, Steven P. Babin, President, and Sole Owner of Triton Controls & Engineering, Inc., a corporation organized under the laws of the state of Louisiana with its primary business at 11851 Dunlay Lane, Baton Rouge, Louisiana, 70809 have the authorization to make, execute, endorse, and deliver in the name of and on behalf of Triton Controls & Engineering, Inc. and shall not be limited to, any written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Best regards,

Steven Babin

Steven P. Babin
President
Triton Controls & Engineering, Inc.

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Page 1 of 1

2024-0073

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6754

A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$848,758.00 to elevate five residential flood prone structures to prevent further damages and reduce NFIP claims.

WHEREAS, St. Charles Parish submitted an application seeking Federal assistance from the Federal Emergency Management Agency (FEMA) to elevate five flood prone structures through the FY 2022 Flood Mitigation Assistance Swift Current Program; and,

WHEREAS, by way of letter dated January 26, 2024, Ms. Sandra Gaspard, Assistant Director, Hazard Mitigation Assistance Division, Governor's Office of Homeland Security and Emergency Preparedness, advised that the St. Charles Parish Flood Mitigation Assistance application was selected by FEMA for funding in the amount of \$848,758.00; and,

WHEREAS, there is a non-federal share of \$41,208.00 comprised of homeowner contributions to satisfactorily complete said project and thus become eligible for the Flood Mitigation Assistance Swift Current Program; and,

WHEREAS, the State has prepared the necessary Federally Funded Agreement to provide funding for said 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 a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$848,758.00 to elevate five residential flood prone structures in accordance with the Flood Mitigation Assistance Swift Current Program.

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: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 19th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Gaspard
DLVD/PARISH PRESIDENT: February 20, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 21, 2024
AT: 3:40pm RECD BY: [Signature]

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Program ("FMA"). CFD 97.029.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and St. Charles Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning –Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Form 424B (Rev. 7-97))

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete elevation/acquisition in St. Charles Parish, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-PJ-06-LA-2022-013)

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to FMA-PJ-06-LA-2022-013 Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 Elevation/Acquisition

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$ 889,966.00
5.2.2 Total Project Cost	\$ 889,966.00

5.3 Funding Sources

5.3.1 Federal share	\$ 848,758.00
5.3.2 Non-Federal share	\$ 41,208.00

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:

Sandra Gaspard
Assistant Director, Hazard Mitigation Assistance Division
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Boulevard
Baton Rouge, Louisiana 70806

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

Honorable Matthew Jewell
Parish President
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057-5000

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: _____
Jacques Thibodeaux
Director
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: _____

BY: Matthew Jewell
Mr. Matthew Jewell
Parish President
ST.CHARLES PARISH

DATE: 2-21-24

2024-0074

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6755

A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$2,986,354.00 to elevate 16 residential flood prone structures to prevent further damages and reduce NFIP claims.

WHEREAS, St. Charles Parish submitted an application seeking Federal assistance from the Federal Emergency Management Agency (FEMA) to elevate 16 flood prone structures through the FY 2022 Flood Mitigation Assistance Swift Current Program; and,

WHEREAS, by way of letter dated January 26, 2024, Ms. Sandra Gaspard, Assistant Director, Hazard Mitigation Assistance Division, Governor's Office of Homeland Security and Emergency Preparedness, advised that the St. Charles Parish Flood Mitigation Assistance Swift Current application was selected by FEMA for funding in the amount of \$2,986,354.00; and,

WHEREAS, the State has prepared the necessary Federally Funded Agreement to provide funding for said 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 a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$2,986,354.00 to elevate 16 residential flood prone structures in accordance with the Flood Mitigation Assistance Swift Current Program.

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: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 19th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: February 20, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 21, 2024
AT: 3:40pm RECD BY: [Signature]

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Program ("FMA"). CFD 97.029.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and St. Charles Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning –Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Form 424B (Rev. 7-97))

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete elevation/acquisition in St. Charles Parish, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-PJ-06-LA-2022-0010)

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to FMA-PJ-06-LA-2022-010 Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 Elevation/Acquisition

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$ 2,986,354.00
5.2.2 Total Project Cost	\$ 2,986,354.00

5.3 Funding Sources

5.3.1 Federal share	\$ 2,986,354.00
5.3.2 Non-Federal share	\$ 0.00

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:

Sandra Gaspard
Assistant Director, Hazard Mitigation Assistance Division
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Boulevard
Baton Rouge, Louisiana 70806

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

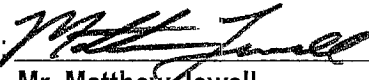
Honorable Matthew Jewell
Parish President
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057-5000

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: _____
Jacques Thibodeaux
Director
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: _____

BY:  _____
Mr. Matthew Jewell
Parish President
ST.CHARLES PARISH

DATE: 2-21-24

2024-0075

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6756

A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$578,597.00 to elevate four residential flood prone structures to prevent further damages and reduce NFIP claims.

WHEREAS, St. Charles Parish submitted an application seeking Federal assistance from the Federal Emergency Management Agency (FEMA) to elevate four flood prone structures through the FY 2022 Flood Mitigation Assistance Swift Current Program; and,

WHEREAS, by way of letter dated January 26, 2024, Ms. Sandra Gaspard, Assistant Director, Hazard Mitigation Assistance Division, Governor's Office of Homeland Security and Emergency Preparedness, advised that the St. Charles Parish Flood Mitigation Assistance Swift Current application was selected by FEMA for funding in the amount of \$578,597.00; and,

WHEREAS, there is a non-federal share of \$19,683.00 comprised of homeowner contributions and Grants Office in-kind funding to satisfactorily complete said project and thus become eligible for the Flood Mitigation Assistance Swift Current Program; and,

WHEREAS, the State has prepared the necessary Federally Funded Agreement to provide funding for said 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 a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$578,597.00 to elevate four residential flood prone structures in accordance with the Flood Mitigation Assistance Swift Current Program.

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: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 19th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: February 20, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 21, 2024
AT: 3:40pm RECD BY: [Signature]

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Program ("FMA"). CFD 97.029.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and St. Charles Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning –Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Form 424B (Rev. 7-97))

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete elevation/acquisition in St. Charles Parish, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-PJ-06-LA-2022-014)

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to FMA-PJ-06-LA-2022-014 Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 Elevation/Acquisition

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$ 598,280.00
5.2.2 Total Project Cost	\$ 598,280.00

5.3 Funding Sources

5.3.1 Federal share	\$ 578,597.00
5.3.2 Non-Federal share	\$ 19,683.00

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:

Sandra Gaspard
Assistant Director, Hazard Mitigation Assistance Division
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Boulevard
Baton Rouge, Louisiana 70806

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

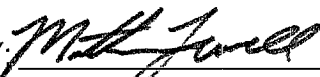
Honorable Matthew Jewell
Parish President
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057-5000

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: _____
Jacques Thibodeaux
Director
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: _____

BY:  _____
Mr. Matthew Jewell
Parish President
ST.CHARLES PARISH

DATE: 2-21-24

2024-0076

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6757

A resolution authorizing the Parish President to execute agreements and documents pertaining to the Restore Louisiana Infrastructure: FEMA Public Assistance Non-Federal Share Match Program.

WHEREAS, in August 2021, St. Charles Parish was affected by Hurricane Ida which resulted in a Presidential Disaster Declaration; and,

WHEREAS, the FEMA Public Assistance Program has obligated federal funding in the amount of 90% of eligible disaster related expenditures; and,

WHEREAS, the State of Louisiana Division of Administration Office of Community Development Disaster Recovery Unit has created the Restore Louisiana Infrastructure: FEMA Public Assistance Non-Federal Share Match Program, which will obligate the remaining 10% through Community Development Block Grant Disaster Recovery funding from the U.S. Department of Housing and Urban Development for eligible project worksheets; and,

WHEREAS, in June 2023, St. Charles Parish applied for \$941,309.13 in grant funds from the program.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the Parish President to execute agreements and documents pertaining to the Restore Louisiana Infrastructure: FEMA Public Assistance Non-Federal Share Match Program.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized 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: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 19th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisha
SECRETARY: Michelle Spontak
DLVD/PARISH PRESIDENT: February 20, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 21, 2024
AT: 3:40 pm RECD BY: [Signature]