

2025-0183

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING/CZM)

ORDINANCE NO. 25-7-8

An ordinance to approve and authorize the execution of a 3-year Cooperative Endeavor Agreement with the Louisiana Department of Energy and Natural Resources (LDENR) for "St. Charles Parish Local Coastal Program Implementation."

WHEREAS, The State of Louisiana officially recognized the St. Charles Parish Local Coastal Program on July 1, 2017; and,
WHEREAS, Ordinance No. 15-10-12 adopted on October 19, 2015, by the St. Charles Parish Council, adopted the St. Charles Parish Local Coastal Program; and,
WHEREAS, Ordinance No. 15-10-13 adopted on October 19, 2015, by the St. Charles Parish Council, amended the St. Charles Parish Code of Ordinances by adding Chapter 26, the St. Charles Parish Local Coastal Program; and,
WHEREAS, LDENR as part of its Federal Program offers some financial assistance to Local Coastal Programs; and,
WHEREAS, Ordinance No. 22-7-7 adopted on July 18, 2022, by the St. Charles Parish Council, approved and authorized the execution of a 3-year Cooperative Endeavor Agreement with the Louisiana Department of Natural Resources (LDNR) for "St. Charles Parish Local Coastal Program Implementation" through June 30, 2025; and,
WHEREAS, LDENR requests the execution of new a 3-year Cooperative Endeavor Agreement in order to provide a grant of \$65,427.00 with an obligation from St. Charles Parish of \$65,427.00 in monies or in-kind services; and,
WHEREAS, St. Charles Parish intends to use the grant to help defer the cost of existing positions within the Coastal Zone Management Budget until June 30, 2028.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the 3-year Cooperative Endeavor Agreement with the Louisiana Department of Energy and Natural Resources (LDENR) for "St. Charles Parish Local Coastal Program Implementation" is hereby approved and accepted.

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

The forgoing 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 21st day of July, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Kelly Fonseca
SECRETARY: Michelle Zapata
DLVD/PARISH PRESIDENT: July 22, 2025
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: July 22, 2025
AT: 2:49pm RECD BY: _____

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this 1st day of July 2025 by and between the Department of Energy and Natural Resources of the State of Louisiana, hereinafter referred to as “State,” and/or “Agency” and St. Charles Parish officially domiciled at P.O. Box 302 Hahnville, LA 70057, hereinafter referred to as “Contracting Party”.

ARTICLE I **PREAMBLE**

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(A) of the Constitution of the State of Louisiana of 1974 provides that “the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private...”

1.2 WHEREAS, Article VII, Section 14 (C) also authorizes, for a public purpose, the state and its political subdivisions... “may engage in cooperative endeavors with each other, or political corporations, and with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.3 WHEREAS, the State and/or Agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II **PUBLIC PURPOSE**

2.1 WHEREAS, the Agency has the authority enter into this agreement as evidenced by

The Parish Local Coastal Management Program (LCMP) as a part of the Louisiana Coastal Resources Program (LCRP), in accordance with the rules and regulations of the LCRP and Louisiana R.S. 49, sections 214.21 to 214.41, the State and Local Coastal Resources Management Act of 1978 (SLCRMA), as amended, and the approved parish LCMP Documents and Ordinances.

2.2 WHEREAS, the public purpose for this Cooperative Endeavor is described as:

The Parish Coastal Management Program, provides the protection, conservation, and/or prudent use and development of the renewable and non-renewable coastal resources of the parish. These services are expected to benefit not only the Parish Coastal Management Program, but also the entire state of Louisiana.

The proposed contractor represents a local government office having both the vested authority and the investment in years of local expertise required for management of coastal resources in this particular parish. The proposed contractor represents highly qualified professional staff having advanced degrees in disciplines involving natural resource management, as well as years of experience in this specific geographic area. As the existing program office for the approved local coastal program in this parish, this proposed contractor has all facilities in place and functioning, as necessary to carry out the services required.

2.3 WHEREAS, this Agreement creates reciprocal obligations between agency and contractor; and the Agency has a demonstrable, objective, and reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration it is transferring;

2.4 WHEREAS, this transfer or expenditure of public funds or property is not a gratuitous donation; and

2.5 WHEREAS, the agency and contractor certify that the transaction is not of a kind that is not prohibited by law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE III **TERM OF CONTRACT**

3.1 This contract shall begin on July 1, 2025 and shall terminate on June 30, 2028. Payments will only be allowed under this agreement for expenditures and services occurring between the specified beginning date and the specified ending date.

ARTICLE IV **SCOPE OF SERVICES**

4.1 The Contracting Party shall:

Provide services and/or products in accordance with the specifications set forth in Appendix A, attached hereto and made a part hereof.

4.2 Agency's payment of funds is conditioned upon the Contractor's performance of the following services:

Contracting Party agrees to provide services and/or products in accordance with the specifications set forth in Appendix A, Scope of Services as products of the services rendered by the Contracting Party under the terms of this agreement, attached hereto and made a part hereof.

ARTICLE V

DELIVERABLES

5.1 Deliverables: The Contracting Party shall deliver to the Department deliverables as specified in Appendix A, Scope of Services as products of the services rendered by the Contracting Party under the terms of this agreement.

5.2 Reports. Contracting Party will provide to agency a written Progress Report and a Cost Report at least every six months. The Progress Report shall outline the contractor's resources, initiatives, activities, services, and performance consistent with the performance to be provided under this agreement. The Cost report shall indicate the use of public funds received to date along with goals and objectives for use of funds. Contracting Party is responsible for maintaining program files and support documentation for information contained in the reports.

5.3 Contracting Party shall fully cooperate with the agency to fulfill the obligations of the Accountability for State Resources Act (La. R.S. 39:366.1 et. seq), maintain the required records, provide any reports or information that may be required, and participate in any hearings of the Joint Legislative Committee on the Budget required for approval or continuation of this Cooperative Endeavor Agreement.

ARTICLE VI **MAXIMUM AMOUNT; PAYMENT TERMS**

6.1 In consideration of the services described above, the State and/or Agency hereby agrees to pay the Contracting Party a maximum fee of \$65,427.00. Payment will be made in the following manner:

The Department shall reimburse the Contracting Party in twelve quarterly payments of \$5,452.25 for all eligible costs incurred under this Project. Contracting Party shall indicate the in-kind match on both the Monitoring Report (Appendix B) and each invoice. Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A, Scope of Services shall be based upon actual costs incurred and shall be submitted quarterly with progress reports.

Payments shall be made by the Department within approximately thirty (30) days after receipt of an original or electronic copy of a proper invoice rendered according to the payment schedule, and reports as prescribed in Item a. above, and which has been first approved for payment by the Department Project Manager.

An invoice for the final payment shall be submitted upon completion of the project and acceptance of the final deliverables by the Department. The final invoice shall be submitted within thirty (30) days following expiration of the agreement.

6.2 The Contracting Party shall submit an invoice for services performed within ten (10) days following the end of each quarter, including a detailed list of services performed and an itemized account of time spent during that quarter for each such service.

The invoice shall be accompanied by adequate supporting documentation including copies of

invoices, checks, and other appropriate records reflecting expenses incurred); the originals of these documents shall be maintained by contractor and shall be subject to audit. Only costs recognized as allowable in accordance with recognizable cost principals shall be allowed.

6.3 Travel expenses, if any, shall be reimbursed in accordance with Division of Administration Memorandum PPM 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided or attached to requests for reimbursement for said expenses. Travel expenses are included in the maximum fee.

The State and/or Agency shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product.

6.4 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the parties and included in an amendment.

6.5 Payments under this Agreement will be allowed only for expenditures occurring between and including the dates of *July 1, 2025* through *June 30, 2028*. This project and all of the Contracting Party's services shall be completed by that date.

6.6 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds received under this Agreement shall be Contracting Party's obligation and identified under Federal tax identification number 72-6001208. Contractor's seven-digit LDR account number is 2119356.

6.7 In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

6.8 **RESERVED**

6.9 Upon approval of payment by the Agency, payment of Eligible Expenses shall be made via Electronic Funds Transfer.

ARTICLE VII **CONTRACT MONITOR AND MONITORING PLAN**

7.1 The Contract Monitor for this contract is Coastal Resource Scientist.

7.2 Monitoring Plan: During the term of this agreement, Contractor shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's Plan to ensure Contracting Party's compliance with contract requirements.

The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports and Cost Reports and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this contract to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed; and
4. Assure that expenditures or reimbursements requested in Cost Reports are in compliance with the approved Budget. Contract Monitor shall coordinate with agency's fiscal office for reimbursements to Contracting Party and shall contact Contracting Party for further details, information or documentation when necessary.

7.3 Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE VIII

TERMINATION FOR CAUSE

8.1 The State and/or Agency may terminate this Agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State and/or Agency shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State and/or Agency may, at its option, place Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The State and/or Agency may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contracting Party to comply with the terms and conditions of this Agreement; provided that the State and/or Agency shall give the Contracting Party written notice specifying the Contracting Party's failure and a reasonable opportunity for the Contracting Party to cure the defect.

ARTICLE IX

TERMINATION FOR CONVENIENCE

9.1 The State and/or Agency may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

The Contracting Party shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

ARTICLE X

OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY

10.1 All work product, including records, reports, documents and other material delivered or transmitted to Contracting Party by the State and/or Agency, shall remain the property of the State and/or Agency, and shall be returned by Contracting Party to the State and/or Agency, at Contracting Party's expense, at termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein, shall become the property of the State and/or Agency, and shall, upon request, be returned by Contracting Party to the State and/or Agency at Contracting Party's expense at termination or expiration of this Agreement. The State and/or Agency shall not be restricted in any way whatsoever in the use of such material.

10.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State and/or Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

10.3 Confidentiality. The above referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

ARTICLE XI

ASSIGNMENT

11.1 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State and/or Agency may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and/or Agency.

ARTICLE XII

FINANCIAL DISCLOSURE

12.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE XIII AUDIT CLAUSE

13.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.

13.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

ARTICLE XIV AMENDMENTS IN WRITING

14.1 This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing, signed by both parties and approved by the Commissioner of Administration or the Office of State Procurement, Division of Administration.

ARTICLE XV FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

15.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the State and/or Agency as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XVI
DISCRIMINATION CLAUSE

16.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, , the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, , the Age Act of 1975, , and the Americans with Disabilities Act of 1990, as well as any amendments thereto. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, , age, national origin, veteran status, political affiliation, or disability or any other non-merit factor. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XVII
APPROVAL

17.1 This Cooperative Endeavor Agreement shall not be effective until approved by the Office of State Procurement and, when required by law, the Commissioner of Administration. Any amendments to this Agreement shall require the same approvals. No oral understanding shall be binding on any of the parties.

ARTICLE XVIII
INDEMNIFICATION

18.1 The Contracting Party shall indemnify the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XIX
PARTIAL INVALIDITY; SEVERABILITY

19.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XX

ENTIRE AGREEMENT

20.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.

**ARTICLE XXI
GOVERNING LAW**

21.1 This Agreement shall be interpreted under Louisiana law, including but not limited to executive orders, terms and conditions; and specifications, if applicable. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**ARTICLE XXII
LEGAL COMPLIANCE**

22.1 Both parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XXIII
RELATIONSHIP BETWEEN THE PARTIES**

23.1 The Contracting Party is engaged by the State and/or Agency for the purposes set forth in this Agreement. The relationship between the Contracting Party and the State and/or Agency shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, the State and/or Agency.

**ARTICLE XXIV
FORCE MAJEURE**

24.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**ARTICLE XXV
COVENANT AGAINST CONTINGENT FEES**

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right

to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXVI **REMEDIES FOR DEFAULT**

26.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana including but not limited to the following:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA – R.S. 39:1672.2 – 1672.4.

ARTICLE XXVII **NOTICES**

27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for), email, or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

*Louisiana Department of Energy and Natural Resources
Attn: Office of Coastal Management
P O Box 44487
Baton Rouge, Louisiana 70804-4487*

*St. Charles Parish
P.O. Box 302
Hahnville, LA 70057*

ARTICLE XXVIII **Conflict of Interest**

No employee, officer, or agent of the Contractor shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, board member or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. A corporation which employs, or is about to employ one of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub agreements.

The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract

or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work. The Contractor shall disclose to the LDNR any known or reasonably knowable conflicts of interest.

ARTICLE XXVIX

INSURANCE REQUIREMENTS FOR CONTRACTORS

Commercial insurance requirements normally would be imposed by the Department upon the Contracting Party as a recipient of funds under this Cooperative Agreement. However, acknowledging Contracting Party's status as a self-insured governmental entity, Department will not require Contracting Party to acquire and maintain commercial insurance coverage. Rather, Department will rely upon Contracting Party's obligation to protect, defend, indemnify, save and hold harmless the State of Louisiana, the Department, its officers, managers, employees, agents, servants and representatives, and rely upon and utilize Contracting Party's general liability program through its Risk Management Department for purposes of general liability and worker's compensation coverage.

However, Contracting Party is required to maintain throughout the term of this Cooperative Agreement automobile liability insurance in an amount not less than combined single limits of \$1,000,000.00 per occurrence for bodily injury/property damage related to the use of motor vehicles by Contracting Party's employees in performing the scope and services required hereunder.

Additionally, Department requires that Contracting Party require that any subcontractor engaged by Contracting Party to perform the services provided for hereunder maintain general liability insurance and insure its motor vehicles for use in the performance of such duties in amounts of not less than \$1,000,000.00 per occurrence. Further, Department requires that Contracting Party require that any subcontractor engaged by Contracting Party to perform the services provided for hereunder maintain worker's compensation insurance on its employees as required by law. Otherwise, Contracting Party covenants and hereby binds itself, through its self-insurance fund, to protect, indemnify, save and hold harmless the State of Louisiana, the Department, its officers, managers, employees, agents, servants and representatives, from any claim(s), demand(s), expense(s), damage(s), responsibility or liability arising out of any harm, injury or death to any person, or any damage, loss or destruction of any property, which may occur or arise from any act or omission of the subcontractor(s) contracted by Contracting Party for the performance of duties hereunder.

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THUS DONE AND SIGNED AT Baton Rouge, LA on 9/8/2025
Date

LOUISIANA DEPARTMENT OF ENERGY AND
NATURAL RESOURCES

Signed by:
Mark Normand
By: D53803D7DF0140F
Mark Normand, Undersecretary

THUS DONE AND SIGNED AT Hahnville, LA on 7/24/2025
Date

St. Charles Parish
DocuSigned by:
Matthew Jewell
By: D5AABE06F77E403
Matthew Jewell Parish President, St. Charles I

APPENDIX A

SCOPE OF SERVICES

LOCAL COASTAL RESOURCES MANAGEMENT PROGRAM

2025-2028

The purpose of this scope of services is to describe and identify the processes, procedures and duties for the yearly operation of a state and federally approved Parish Local Coastal Management Program (LCMP) as a part of the Louisiana Coastal Resources Program (LCRP), in accordance with the rules and regulations of the LCRP and Louisiana R.S. 49, sections 214.21 to 214.41, the State and Local Coastal Resources Management Act of 1978 (SLCRMA), as amended, and the approved parish LCMP Documents and Ordinances. This scope of services details specific actions and deliverables that must be performed by the parish in conducting the operation of its LCMP. The LCMP must operate consistent with its program documents and with the state program. In addition to operating its program as approved, specific deliverables must be submitted to the Louisiana Department of Energy and Natural Resources (LDENR) to ensure that federal, state and local reporting and other requirements are fulfilled including the requirements of the Louisiana Coastal Wetlands Conservation Plan and Louisiana's Comprehensive Master Plan for a Sustainable Coast.

Implementation Goals of the parish LCMP are to:

- protect, develop, and where feasible, restore and enhance the resources within the parish's coastal zone;
- support and encourage multiple uses of coastal resources consistent with maintenance and enhancement of renewable resource management and productivity, the need to provide for adequate economic growth and development, and the minimization of adverse effects;
- employ procedures and practices that resolve conflicts among competing uses within the coastal zone;
- develop and implement a coastal resources management program which is based on consideration of our resources; the environment; and the needs of the people of the nation, the state, and the parish;
- enhance opportunities for the use and enjoyment of the recreational values of coastal zone areas;
- express certain regulatory and non-regulatory policies for the LCMP;
- develop and implement a reasonable and equitable coastal resources management program with sufficient expertise, technical proficiency, and legal authority to enable the parish to determine the future course of development and conservation of the coastal zone; and
- provide regular inspection of coastal zone areas to report violations and monitor permit compliance of public and private contractors.

APPENDIX A

DELIVERABLES:

I. PROCESSING PERMITS

1. APPLICATIONS

When applications are filed with the LCMP, the LCMP will forward the application to the Office of Coastal Management (OCM). When an application is determined to be a local concern by the Secretary of LDENR (or their designee), the LCMP will process the application. LCMP may also provide comments for applications determined to be state concerns.

2. PERMIT REVIEW

During the review of local concern applications, the local administrator (or their designee) shall coordinate with other appropriate federal, state, and/or local agencies.

3. FIELD INVESTIGATIONS

When deemed necessary by the local administrator, an onsite field investigation by the administrator or their designee shall be carried out to obtain additional information concerning the project area and its impact on the environment. **Applications that require compensatory mitigation require field investigations; all authorizations that are assigned one growing season mitigation conditions shall require pre and post field investigations and/or pre and post photography conditions. All field investigations shall be documented with the LCMP field investigation form.** Follow-up field investigations may also be completed as required to assess compliance with project scope and permit conditions.

4. MITIGATION

The parish LCMP shall assess compensatory mitigation to replace or substitute for the ecological value of wetlands lost due to permitted activities of local jurisdiction. The mitigation assessment shall be conducted according to La. R.S. 49:214.41 and the parish LCMP document and ordinance. The progress of this task shall be reported to the OCM. The parish LCMP shall report mitigation to the state OCM as described in this contract scope of services.

5. DETERMINATIONS

- 6.** A copy of the final decision authorizing document and all appropriate supporting permit processing information shall be provided to the OCM for uploading into the SONRIS on-line permitting system **within five working days. Local Coastal Programs Coding Sheets shall also be submitted for every application determined to be of local concern within five working days of initial electronic transmittal to the parish by OCM.** Any documents used in making decisions or recommendations for local concern activities, shall be included in a file which becomes part of the Administrative Record of Decision.

7. REPORTING TO THE STATE OCM

The OCM is responsible for including local program permitting information in the semi-annual Louisiana Coastal Wetlands Conservation Plan Report and the Quarterly Legislative Report on OCM performance indicators. In order to supply the data needed to populate these reports Code Sheets for all permitting, enforcement, and mitigation actions are used:

APPENDIX A

- a. All code sheets used for permitting, enforcement, and mitigation reporting shall be completed and sent electronically to OCM upon the parish receipt of a local concern determination permit application and upon the issuance of a permit and/or the final agreement of a mitigation plan.
- b. These forms are as follows:
 - i. Local Coastal Programs Coding Sheets shall be submitted for every application determined to be of local concern within three working days of electronic transmittal to the parish by OCM. Local Coastal Programs Coding Sheets are also to be updated and submitted when the application is placed on hold and when issued.
 - ii. Impacted Habitat Form shall be submitted within three working days of initial electronic transmittal to the parish by OCM for all local concern applications, except those which are exempt from permitting because they occur outside the coastal zone and do not have impacts to coastal areas or waters;
 - iii. Habitat Benefit Forms shall be submitted within three working days of initial electronic transmittal to the parish by OCM for every local concern activity for which compensatory mitigation is assigned by the LCMP.

8. APPEALS PROCESS

A copy of all documentation in a case of an appeal for a use of local concern shall be placed in the parish permit file and a copy shall be forwarded to the OCM within five working days of receipt by the parish LCMP. The state shall be kept informed in writing of all findings in such cases

9. VARIANCES

A copy of all variances, with findings, once approved by the Secretary of the Louisiana Department of Energy and Natural Resources (LDNR, or their designee), shall be kept in the application file and in the parish permit file, and a copy shall be sent to the OCM within five working days after receipt by the parish LCMP.

10. ENFORCEMENT PROCEDURES

The parish LCMP shall investigate any unpermitted activities as well as activities that might result in non-compliance with state or local rules and regulations or with permit terms and conditions. This pertains to activities discovered by, or reported to, the parish. The parish LCMP shall investigate the activity and, if appropriate, request that the party conducting the unauthorized activity submit an after the fact Coastal Use Permit (CUP) application. The parish LCMP investigation shall follow enforcement procedures provided in La. R.S. 49:214.36 and the parish LCMP document and ordinance. If appropriate, the parish may seek to impose a fine or other appropriate civil or criminal penalties.

II. ADMINISTRATION

1. MANAGER'S MEETINGS

OCM may conduct manager's meetings and/or special training during this contract period. Attendance at manager's meetings and/or special trainings is mandatory for LCMP administrators. If a parish administrator is unable to attend a scheduled manager's

APPENDIX A

meeting he/she must make arrangements to have an assistant or an advisory committee member attend as a representative.

2. **INVOICES**

The LCMP Administrator shall forward the following information regarding state and local permit uses to OCM by the 15th day of the month following the end of the quarter.

a. Requisitions for Payments, In-kind Contribution Reports with Monitoring Report; and

b. Completed "Standardized Local Coastal Program Reporting Form" (see attached).

3. **ANNUAL REPORTING**

Pursuant to L.A.C. 43:I.725(F) an annual report shall be submitted by the LCMP for by the 15th day of the month following the end of the fourth quarter of local program implementation to the OCM. This information is captured by submission of the "Standardized Local Coastal Program Reporting Form" and other pertinent sections of the contract reports with each invoice.

APPENDIX A

Standardized Local Coastal Annual Reporting Form

1. Discuss any suggested changes or improvements to the Appeals process:

2. Discuss any suggested changes or improvements to the Mitigation process:

3. Discuss any suggested changes or improvements to the Enforcement process:

4. Local Program Assessment

List any problems or other proposed suggestions or changes to local program

5. State Program Assessment

List any problems or proposed suggestions or changes to state program

Appendix B

MONITORING REPORT

Date: _____

Contracting Party: St. Charles Parish LaGov No. 2000964844

Project Title: "St. Charles Parish Local Coastal Program Implementation"

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: \$65,427.00 Balance: \$ _____

Total invoiced to date: \$ _____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred
- E. Fee Schedule

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

- A. Tasks and/or milestones accomplished (give dates)
- B. Tasks and/or milestones not accomplished with explanation or assessment of:

- 1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III. DELIVERABLES

IV. OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ Date _____

Approval _____ Date _____

Alexander Hadskey, Project Manager

APPENDIX D

MAIL TO: Department of Energy and Natural Resources
Office of Coastal Management
P.O. Box 44487
Baton Rouge, LA 70804-4487

CASH OR IN-KIND CONTRIBUTION REPORT

LaGov No. _____

PROJECT NAME “St. Charles Parish Local Coastal Program Implementation”

REQUISITION PERIOD _____ ESTIMATE NO. _____

BUDGET ITEMS	TOTAL AUTHORIZED AMOUNT	PREVIOUS REQUESTS	AMOUNT DUE THIS ESTIMATE	CUMULATIVE TO DATE
TOTAL	\$	\$	\$	\$

APPROVED BY_____
DATE_____
TITLE