



ST. CHARLES PARISH

GRANTS

MATTHEW JEWELL
PARISH PRESIDENT

CARLA CHIASSON
GRANTS OFFICER

April 1, 2022

Ms. Joann D. Hicks
Administrative Assistant, Legal Section
Coastal Protection and Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802

RE: CPRA-Parish RESTORE Act Matching Opportunities Program
St. Charles Parish – Paradis Canal Gare (BA-0209)
Amendment Number 1 to Intergovernmental Agreement

Dear Ms. Hicks:

Enclosed please find the four (4) original executed copies of the referenced agreement. Please feel free to contact me at (985) 783-5165 or cchiasson@stcharlesgov.net should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carla Chiasson", followed by a long, horizontal, wavy line.

Carla Chiasson
Grants Officer

AMENDMENT NO. 1
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF LOUISIANA,
THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY
BOARD
AND
ST. CHARLES PARISH
REGARDING
PARADIS CANAL GATE (BA-0209)

Reference is made to Article XVI – Amendments, of the original Intergovernmental Agreement for the captioned project, signed by the Coastal Protection and Restoration Authority Board on June 25, 2019, and executed by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (herein referred to as the “STATE”) acting by and through the Chairman of the CPRA Board, Kyle R. “Chip” Kline, Jr., and St. Charles Parish (hereinafter referred to as the “PARISH”) (the STATE and PARISH are collectively referred to herein as the “Parties”) represented by its duly authorized President, Matthew Jewell; which allows for the Agreement to be amended in writing.

WITNESSETH, THAT:

WHEREAS, the above-captioned project is experiencing delays due to impacts from Hurricane Ida; and

WHEREAS, the STATE and the PARISH agree that additional time will be needed to complete construction and pay all invoices, including retainage; and

WHEREAS, the Parties desire to amend this Agreement in writing in accordance with Article XVI of the original Agreement; and

NOW THEREFORE, the following Articles and Paragraphs are amended as follows:

1. ARTICLE XXXIX - EFFECTIVE DATE / DURATION / PERIOD OF PERFORMANCE / MODIFICATION / TERMINATION

This Article is deleted in its entirety and the following is substituted:

“This Agreement shall be effective on June 25, 2019 and will terminate on March 31, 2023, unless otherwise terminated or amended by written mutual agreement of all Parties or in accordance with the terms herein. All work performed by PARISH, or any of PARISH’s subrecipients, consultants, contractor or subcontractors, under this Agreement must cease as of the performance end date specified in the Parish Matching Grant Application and Award or any amendments thereto. PARISH further understands and agrees that it will not be reimbursed for any work described in this Agreement that occurs after the performance end date specified in the Parish Matching Grant Application and Award or any amendments thereto.


Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.


This Agreement may be executed in multiple originals.”

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates indicated below, before the undersigned witnesses.

ST. CHARLES PARISH

**COASTAL PROTECTION AND
RESTORATION AUTHORITY BOARD**

BY: 
Matthew Jewell,
President

BY: 
Kyle R. “Chip” Kline, Jr.
Chairman

DATE: 3/31/22

DATE: 3/18/22

WITNESSES:

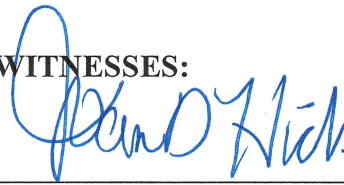

Signature

Jennifer K Crisp
Print Name

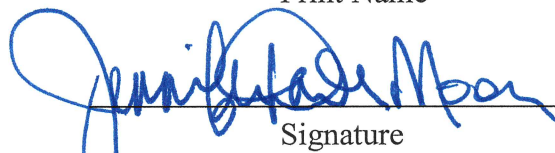

Signature

Billy Raymond
Print Name

WITNESSES:


Signature

Joann D. Hicks
Print Name


Signature

JENNIFER DARK MOON
Print Name

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 31st day of March 2022, personally came and appeared Matthew Jewell, who declared that he is the President of St. Charles Parish, that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.



Signature

Corey M. Dubre

Print Name

#28709

Louisiana Notary Public / Bar Number

My commission expires: for Life

(SEAL)

St. Charles, LA

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 10 day of MARCH, 2022, personally came and appeared Kyle R. “Chip” Kline, Jr., to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority Board, that he executed the foregoing instrument on behalf of said State Entity and that the instrument was signed pursuant to the authority granted to him by said State Entity and that he acknowledged the instrument to be the free act and deed of said State Entity.

Jason K. Placke
Signature

JASON K. PLACKE
Print Name

30019
Louisiana Notary Public / Bar Number

My commission expires: AT DEATH

(SEAL)

