ST. CHARLES PARISH

DEPARTMENT OF LEGAL SERVICES

MATTHEW JEWELL
PARISH PRESIDENT

COREY M. OUBRE
DIRECTOR OF LEGAL SERVICES
732 PAUL MAILLARD ROAD
LULING, LA 70070
(985) 783-5013

PLEASE REPLY TO:
Corey M. Oubre

ROBERT L. RAYMOND
ASST. DIRECTOR OF LEGAL SERVICES
14108 RIVER ROAD
DESTREHAN, LA 70047
(985) 783-5013

May 26, 2021

Louisiana Ethics Administration Program
P. O. Box 4368
Baton Rouge, LA 70821

Dear Sir,

At the request of Matthew Jewell, St. Charles Parish President, please accept this as a formal request for an advisory opinion on the following:

Facts:

(1) P.A.C.E. , a non-profit entity (501C4 approval pending) was formed for the purpose of supporting research, outreach, educations and to propose solutions to both state and federal governments on issues affecting the natural resources of the 21 Coastal Parishes and the State.
(2) Parish President Jewell is an initial officer of that non-profit, P.A.C.E. when it was formed through the Louisiana Secretary of State.
(3) It is the intent of P.A.C.E. to establish an Executive Director and Board to administer its mission, upon which time, Parish President Jewell will be removed as a director through the Louisiana Secretary of State.
(4) St. Charles Parish Council has approved in Ordinance 21-5-10 a Cooperative Endeavor Agreement (Exhibit A attached) authorizing a $5,000.00 annual payment to P.A.C.E. to support its mission and objectives, the benefits of which will accrue to the individual member Parishes.
(5) P.A.C.E. will use these funds to educate and propose these solutions in both the State Capital and Washington D.C. on behalf of its member parishes in an attempt to secure commitments and funding necessary to alleviate unique coastal problems for the benefit of all Louisiana's coastal residents.

ETHICS BOARD REC'D
JUN 2 '21 PM 1:46

Questions:

(1) Can St. Charles Parish enter into a Cooperative Endeavor Agreement with the non-profit corporation in which the Parish President is an initial officer?
(2) Can the Parish President, pursuant to a Cooperative Endeavor Agreement approved by ordinance, authorize annual payments to a non-profit entity that was formed for the purposes stated above and for which the Parish President is an initial officer?

If you should need additional information please do not hesitate to contact the undersigned.

Sincerely,

Corey M. Oubre
Director of Legal Services

CMO:dhh

Encl.

2021-0129
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 21-5-10

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and P.A.C.E.

WHEREAS, St. Charles Parish and P.A.C.E. share a goal of scientific research and outreach to the citizens of St. Charles Parish on issues affecting the natural resources of the Parish and State, and believe they can substantially benefit the citizens of St. Charles Parish by entering into a cooperative endeavor with each other; and,

WHEREAS, St. Charles Parish proposes to allocate five thousand dollars ($5,000.00) annually to P.A.C.E. for support of P.A.C.E. operations on behalf of P.A.C.E. members to provide an active forum for education regarding common coastal issues related to land loss and resiliency, and for the exploration and proposal of workable solutions for these common issues; and,

WHEREAS, P.A.C.E. will use these funds to educate and propose these solutions in both the State Capital and Washington D.C. on behalf of its member parishes in an attempt to secure commitments and funding necessary to alleviate these unique coastal problems for the benefit of all Louisiana's coastal residents.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and P.A.C.E. is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement between St. Charles Parish and P.A.C.E. on behalf of the Parish of St. Charles.

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

YEAS: BILLINGS, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER
NAYS: FONSECA, FISHER-PERRIER
ABSENT: NONE

And the ordinance was declared adopted this 17th day of May, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Michelle Lapotaro
DLVD/PARISH PRESIDENT: May 18, 2021
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 18, 2021
AT: 3:03pm RECD BY: [illegible]

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE ST. CHARLES PARISH AND P.A.C.E.

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between:

> **ST. CHARLES PARISH,** a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. 21-5-10, adopted by the St. Charles Parish Council on the 17th day of May, 2021, a copy of which is attached hereto and made a part hereof, and hereinafter referred to as the "Parish"; and'
>
> **P.A.C.E.,** a Louisiana non-profit corporation represented hereby by **Matthew Jewell and Archie Chaisson,** its duly authorized directors by the Articles of Incorporation; and

who hereby agree as follows:

WHEREAS, St. Charles Parish and P.A.C.E. share a goal of scientific research and outreach to the citizens of St. Charles Parish on issues affecting the natural resources of the Parish and State, and believe they can substantially benefit the citizens of St. Charles Parish by entering into a cooperative endeavor with each other; and

WHEREAS, St. Charles Parish proposes to allocate five thousand dollars ($5,000.00) annually to P.A.C.E. for support of P.A.C.E. operations on behalf of P.A.C.E. members to provide an active forum for education regarding common coastal issues related to land loss and resiliency, and for the exploration and proposal of workable solutions for these common issues; and

WHEREAS, P.A.C.E. will use these funds to educate and propose these solutions in both the State Capital and Washington D.C. on behalf of its member parishes in an attempt to secure commitments and funding necessary to alleviate these unique coastal problems for the benefit of all Louisiana's coastal residents.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived by the Parties, St. Charles Parish and P.A.C.E., who, each being represented by the undersigned duly authorized to act herein, respectfully agree to the following terms and conditions:

1. **PURPOSE:** The mission of both Parties includes the support of research, outreach, and education to the citizens of St. Charles Parish on issues affecting the natural resources of St. Charles Parish. The arrangement set forth in this Agreement will be beneficial to the Parties.

2. **SCOPE OF WORK:** The funds provided through this Agreement support the operation and mission of P.A.C.E., in accordance with its adopted Bylaws.

3. **PROJECT PERIOD:** The project will begin on January 1, 2021 and will renew automatically for a one-year terms thereafter, subject to appropriation by each member parish, unless terminated in writing in accordance with the terms of this Agreement.

4. **FUNDING:** St. Charles Parish will annually appropriate and provide funding to P.A.C.E. in support of its mission and objectives, the benefits of which will accrue to the individual Parish members of P.A.C.E. provided each member Parish continues to allocate the share of the P.A.C.E. budget under the terms of this Cooperative Endeavor Agreement. Payment will be made by checks made payable to P.A.C.E. and mailed to:

   P.A.C.E.
   Attention: Executive Director
   15045 River Road
   Hahnville, Louisiana 70057

5. **REPORTS:** P.A.C.E. will provide written progress reports annually to the Board of Directors of P.A.C.E., with copies sent to each member Parish.

6. **USE OF NAME:** Neither Party will use the name or logos of the other party in any publication or publicity pertaining to the work of P.A.C.E. without the prior written approval of each Party.

7. **INDEMNIFICATION:** Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the fullest extent allowed by law.

8. **TERMINATION:** Either Party may terminate this Agreement by providing sixty days written notice to the other Party. This Agreement may be amended only with written approval of both Parties.

9. **NOTICES:** All notices or communications by either Party to the other will be directed as follows:

St. Charles Parish	**P.A.C.E.**
Attention: Parish President	Attention: Executive Director
15045 River Road	15045 River Road
Hahnville, Louisiana 70057	Hahnville, Louisiana 70057

10. **VENUE AND JURISDICTION:** For all claims arising out of or related to this agreement, St. Charles Parish and P.A.C.E. hereby consent and yield to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St.

Charles, State of Louisiana, and expressly waive any (a) pleas of jurisdiction based upon the Parties' residency and the right of removal to Federal Court based upon diversity of citizenship.

11. **MISCELLANEOUS PROVISIONS:**

a. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of both parties.

b. This Agreement is the complete agreement between the P.A.C.E. and the Parish, and shall not be amended or modified except by written amendment signed by all parties. Should one or more provisions of this Agreement be held to be invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

ST. CHARLES PARISH

BY: Matt Jewell
Matthew Jewell
Parish President
DATE: 5/18/21

WITNESS: Rechell O Champagne

WITNESS: Billy Raymond

P.A.C.E.

BY: _____
Archie Chaisson
Director
DATE: _____

BY: Matt Jewell
Matthew Jewell
Director
DATE: 5/18/21

WITNESS: _____

WITNESS: _____

ST. CHARLES PARISH
DEPARTMENT OF LEGAL SERVICES
P.O. Box 302 • Hahnville, LA 70057

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Louisiana Ethics Administration Program
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