



# St. Charles Parish

## Supplemental Agenda

St. Charles Parish Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

### Parish Council

*Council Chairman Terrell D. Wilson*

*Councilmembers Wendy Benedetto, Paul J. Hogan,  
Mary K. Clulee, Dick Gibbs, William Billy Woodruff,  
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier*

Monday, June 19, 2017

6:00 PM

Council Chambers, Courthouse

Final

### ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, July 10, 2017, 6:00 pm, Council Chambers, Courthouse, Hahnville

- S\* 1** 2017-0207 An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for Building Code Plan Review and Inspections.

Sponsors: Mr. Cochran and Department of Planning & Zoning

- S\* 7** 2017-0208 An ordinance to amend the 2017 Consolidated Operating and Capital Budget, Amendment No. 3, to add expenditures totaling \$525,000 for the General Fund - Account 001-400640 - Acquisition of Buildings - for the Purchase of 15090 River Road, Hahnville, Louisiana 70057 to be used as the new offices for the St. Charles Parish Planning and Zoning Department.

Sponsors: Mr. Cochran and Department of Finance

- S\* 13** 2017-0209 An ordinance to approve and authorize the execution of an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

Sponsors: Mr. Cochran

### Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

**2017-0207**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for Building Code Plan Review and Inspections.

**WHEREAS,** in accordance with Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session, and the implementation of the Louisiana State Uniform Construction Code, the Parish Council adopted Ordinance No. 07-3-6 on March 19, 2007; and,

**WHEREAS,** said code requires Building Code Plan Review and Inspection by state certified officials; and

**WHEREAS,** South Central Planning and Development Commission has been performing building inspections for St. Charles Parish since 2010; and,

**WHEREAS,** it has been determined that the agreement with South Central Planning and Development Commission is in the best interest of the citizens of St. Charles Parish.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Cooperative Endeavor Agreement between St. Charles Parish and South Central Planning and Development Commission for Building Code Plan Review and Inspections 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 foregoing ordinance having been submitted to the vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

# A COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

ST. CHARLES PARISH

AND

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

WHEREAS, the St. Charles Parish and South Central Planning and Development Commission (SCPDC), and surrounding Parishes and Municipalities have met, discussed, analyzed and mutually agreed to partner together to comply with the mandates of Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session, regarding the implementation of the Louisiana State Uniform Construction Code for Louisiana; and

WHEREAS, Article 7, Section 14 of the Louisiana Constitution allows for political subdivisions and/or corporations to enter into cooperative endeavor agreements in order to expend public funds for a public purpose resulting in a benefit to the public; and

WHEREAS, pursuant to the requirements of Act 12 above, St. Charles Parish, enacted Ordinance No. 07-3-6 on March 19, 2007, adopting the new building codes established by the State of Louisiana; and

WHEREAS, discussions had with SCPDC and the Parish Governments of Assumption, St. James, St. John the Baptist, St. Charles, St. Mary, Lafourche, and Terrebonne, as well as the Village of Napoleonville, Town of Litcher, Town of Gramercy, Town of Golden Meadow and the Town of Lockport, were held in an effort to establish the most cost effective and mutually beneficial manner by which compliance with the provisions of Act 12 could best be accomplished and the health, safety and welfare of the citizens from each jurisdiction protected; and

WHEREAS, subsequent to negotiations and discussions, it was mutually agreed upon that the aforementioned jurisdictions would join together to form the *South Central Regional Construction Code Council* that will function to provide administrative guidance, oversight and building code enforcement activities in order to fulfill the requirements of Act 12; and

WHEREAS, it was further agreed that SCPDC shall serve as the administrative entity responsible for the implementation of the *South Central Regional Construction Code Compliance Program* by providing plan review and inspection services to the participating jurisdictions; and

WHEREAS, the mission of SCPDC is to help its member Parishes and Municipalities to facilitate intergovernmental cooperation for the resolution of governmental planning and development issues; and

WHEREAS, SCPDC has developed in consultation with the respective Parishes and Municipalities a regional plan review and inspection process called the *South Central Regional Construction Code Compliance Program*; and

WHEREAS, St. Charles Parish and SCPDC believe that by entering into this agreement, it will serve a valuable public purpose and produce a public benefit commensurate with the costs; and

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

1. South Central Regional Building Code Compliance Program.

A. The South Central Regional Building Code Compliance Program is a program established by SCPDC in order for SCPDC to provide plan review and inspection services in compliance with Act 12. SCPDC shall staff the Compliance Program with a Certified Building Official, plan examiners, building inspectors, and all clerical and accounting personnel necessary to carry out the daily functions of the Compliance Program. All employees of the Compliance Program shall work under the direction of SCPDC and with guidance from the South Central Regional Construction Code Council.

B. St. Charles Parish shall accept permit applications accompanied by all information required by the "Checklist of Documents to be Submitted" as prepared by SCPDC. Upon receipt by SCPDC, the certified plan examiner will review the submitted plans and permit application for compliance with Act 12 and other applicable building code laws and ordinances. Should SCPDC require additional information or plan revisions prior to certifying that the plans comply with Act 12, SCPDC shall contact the applicant directly. Upon receipt of plans and applications certified in compliance with Act 12 by the Certified Building Official or other designees of the Certified Building Official, St. Charles Parish may issue the necessary permit.

C. In accordance with established procedures of the Compliance Program, SCPDC is responsible for scheduling required inspections with the applicant during construction. All inspections shall be carried out within one (1) business day of request for inspection with the exception of emergency inspections, which shall be carried out immediately by the on-call inspector. Inspections carried out by SCPDC shall include but shall not be limited to open slab, open wall and roof, finish wall and certificate of occupancy inspections. Inspectors shall report back to a central database with the results of inspections. Copies of the inspection reports shall be sent to St. Charles Parish and to the applicant designated locations. Upon satisfactory final inspection, the Chief Building Official shall notify St. Charles Parish and authorize issuance of the Certificate of Occupancy.

2. South Central Regional Construction Code Council.

St. Charles Parish agrees to actively participate in the South Central Regional Construction Code Council (Code Council). The Code Council membership shall consist of each of the chief elected Parish officials or his/her designated Parish official and the Chief Executive Officer of SCPDC or his designee. Each chief elected Parish Official shall declare his designee in writing to SCPDC. The Code Council shall provide administrative oversight and an appeals forum for the Compliance Program. The Code Council shall meet quarterly or as otherwise established in order to properly conduct business. The Code Council shall adopt Rules and Procedures to implement its administrative oversight and appeals functions.

3. Permit Fees

A. St. Charles Parish shall collect fees from the applicants upon application for permits. St. Charles Parish shall have the sole authority to determine the charge applied for each application in accordance with the fee schedules established in the St. Charles Parish ordinances.

4. Consideration

In consideration of the services performed by SCPDC under this agreement, Parish shall pay to SCPDC its pro-rata share of SCPDC's building and plan review budget for the Compliance Program (hereinafter the "Budget"). The parties agree that the Parish's pro-rata share for the remainder of 2017 beginning on August 1, 2017 is One hundred fifty-five thousand, seven hundred and sixty-two dollars and fifteen cents (\$155,762.15) and the pro-rata share for subsequent years will be determined annually. The budget and the pro-rata share for the following calendar year will be submitted by July 31 of the previous year. The pro-rata share will be paid as follows:

A. For the remainder of 2017 starting on August 1, 2017, Parish shall advance to SCPDC five (5) equal monthly payments in the amount of \$31,152.43 each. The payments for 2018 and beyond will be determined by the approved budgets and pro-rata share calculations.

B. SCPDC shall provide Parish with access to SCPDC's general ledger and quarterly reports of Budget expenses upon request. Parish shall have the option of inspecting and auditing all data, records and accounts of SCPDC which relate to this Agreement. This audit provision shall survive termination of this Agreement.

C. Notwithstanding any provision of this Agreement to the contrary, if a significant increase in permit volume occurs as a direct result of a natural disaster or other emergency event during the term of this Agreement, SCPDC may request a renegotiation of the estimated annual cost associated with the Agreement, and Parish shall not unreasonably deny same.

D. In the event of early termination, the parties agree to settle up to the date of termination on any outstanding amount owed for work performed and budgeted purchases that the Parish owes a pro-rata share for such purchases. This provision shall survive termination of this agreement.

#### 5. Indemnification.

A. Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit loss or expense caused thereby.

B. SCPDC agrees to protect, defend, indemnify, save and hold harmless St. Charles Parish, its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of SCPDC, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of St. Charles Parish, its officers, agents, servants and employees. SCPDC agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even it such claim is groundless, false or fraudulent.

C. St. Charles Parish agrees to protect, defend, indemnify, save and hold harmless SCPDC its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of St. Charles Parish, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of SCPDC, its officers, agents, servants and employees. St. Charles Parish agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even it such claim is groundless, false or fraudulent.

#### 6. Insurance.

SCPDC and St. Charles Parish shall procure and maintain, for the duration of this agreement, insurance for directors, officers' liability and insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the parties' obligations as set forth in this agreement. Minimum insurance requirements are found in Addendum 1, which is attached and incorporated herein.

#### 7. Records/Equipment.

St. Charles Parish and SCPDC shall retain records associated with the Compliance Program for a period of not less than five years. All equipment purchased with the grant funds shall remain the property of SCPDC.

8. Term and Termination.

- A. The term of this Agreement shall be for one (1) year, commencing on August 1, 2017 with three (3) successive options to renew for one (1) year terms, on the same terms and conditions set out in this agreement.
- B. Either party may terminate this agreement by 30 days prior written notice.

9. Notice.

In the event a claim, action or lawsuit is made against any one of the parties to this agreement, written notice of such claim shall be made to the other party immediately, either electronically or via the United States Postal System, postage prepaid and properly addressed to the individual and address identified on the signature page to this agreement.

10. Waiver.

The waiver by any party to this agreement of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term condition or covenant herein contained.

11. Entire Agreement.

This Cooperative Endeavor Agreement reflects the entire agreement of the parties hereto and shall not be altered, changed or modified in any respect, except in writing, signed by both parties.

12. Governing Law.

This Cooperative Endeavor Agreement shall be construed under the laws of the State of Louisiana.

13. Section Headings.

The section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof.

14. Covenants Binding.

The terms, covenants, agreements and conditions contained in this Cooperative Endeavor Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and proper assigns.

**NOW THEREFORE, BE IT RESOLVED**, that St. Charles Parish, as evidenced by the signature of the Parish President below, agrees to the terms and conditions of this Cooperative Endeavor Agreement with SCPDC, for the purpose of implementing and administering the Code Compliance Program on behalf of St. Charles Parish and the region on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SIGNATURES:

\_\_\_\_\_  
Mr. Larry Cochran  
St. Charles Parish, Parish President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mr. Kevin P. Belanger  
SCP&DC, CEO

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**2017-0208**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF FINANCE)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to amend the 2017 Consolidated Operating and Capital Budget, Amendment No. 3, to add expenditures totaling \$525,000 for the General Fund – Account 001-400640 - Acquisition of Buildings - for the Purchase of 15090 River Road, Hahnville, Louisiana 70057 to be used as the new offices for the St. Charles Parish Planning and Zoning Department.

**WHEREAS,** the 2017 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 1, 2016 by Ordinance No. 16-11-1, and amended January 24, 2017 by Executive Order No. 2017-01, and amended March 6, 2017 by Ordinance No. 17-3-2, May 1, 2017 by Ordinance No. 17-5-4; and,

**WHEREAS,** the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2017 as shown by the Revision Schedule.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2017 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_



ST. CHARLES PARISH  
GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT  
FISCAL YEAR ENDING DECEMBER 31, 2017

Description	Prior Year Actual 2010	Current Year				Upcoming Year			
		Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed
BEGINNING FUND BALANCE	94,686,639	37,395,410	66,303,002			85,629,825		56,605,030	
Prior Period Adjustment	-	-	-			-		-	
FUND BALANCE - RESTATED	94,686,639	37,395,410	66,303,002			85,629,825		56,605,030	
CURRENT YEAR REVENUES									
& OTHER FINANCING SOURCES	80,528,393	77,387,368	111,850,665	53,546,325	46,397,405	99,943,730	-10.65%	71,630,037	-28.33%
TOTAL MEANS OF FINANCING	175,215,032	114,782,778	178,153,667			185,573,555		128,235,067	
EXPENDITURES & OTHER FINANCING USES:									
PERSONAL SERVICES	26,917,756	32,141,308	32,164,744	12,892,024	15,090,418	27,982,442	-13.00%	33,149,473	18.47%
OPERATING SERVICES	11,281,345	15,023,346	16,186,093	4,604,614	8,805,767	13,410,381	-17.15%	13,693,401	2.11%
MATERIALS & SUPPLIES	4,035,317	5,452,755	5,452,755	1,821,685	3,478,818	5,300,503	-2.79%	5,292,917	-0.14%
OTHER CHARGES	(163,285)	799,747	799,747	214,070	535,754	749,824	-6.24%	810,920	8.15%
DEBT SERVICE	3,182,926	3,540,414	3,540,414	3,048,156	148,573	3,196,729	-9.71%	1,752,837	-45.17%
CAPITAL OUTLAY	29,973,621	22,807,498	83,029,565	8,717,378	42,556,800	51,274,178	-38.25%	43,295,610	-15.56%
INTERGOVERNMENTAL	3,452,009	10,186,338	10,618,588	5,440,213	(883,207)	4,557,006	-57.08%	4,756,722	4.38%
TRANSFERS	10,905,518	2,936,805	4,902,895	5,726,327	16,771,135	22,497,462	358.86%	3,764,733	-83.27%
TOTAL	89,585,207	92,888,211	156,694,801	42,464,467	86,504,058	128,968,525		106,516,613	
NET CHANGE IN CURRENT									
REVENUES & OTHER SOURCES OVER	(9,056,814)	(15,500,843)	(44,844,136)			(29,024,795)		(34,886,576)	
EXPENDITURES & OTHER USES									
ENDING FUND BALANCE	85,629,825	21,894,567	21,458,866			56,605,030		21,718,454	

**ST. CHARLES PARISH**  
**2017 CONSOLIDATED OPERATING AND CAPITAL BUDGET**  
June 5, 2017  
**REVISION SCHEDULE SUMMARY**  
**CONSOLIDATED BUDGET SUMMARY**

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	56,605,030	-	56,605,030
REVENUE	71,630,037	-	71,630,037
TOTAL MEANS OF FINANCING	128,235,067	-	128,235,067
<b>EXPENDITURES:</b>			
PERSONAL SERVICES	33,149,473	-	33,149,473
OPERATING SERVICES	13,693,401	-	13,693,401
MATERIALS & SUPPLIES	5,292,917	-	5,292,917
OTHER CHARGES	810,920	-	810,920
DEBT SERVICE	1,752,837	-	1,752,837
CAPITAL OUTLAY	42,770,610	525,000	43,295,610
INTERGOVERNMENTAL	4,756,722	-	4,756,722
TRANSFERS	3,764,733	-	3,764,733
TOTAL EXPENDITURES	105,991,613	525,000	106,516,613
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	22,243,454	(525,000)	21,718,454

Prepared: 05/31/2017  
Finance Dept.

ST. CHARLES PARISH  
2017 CONSOLIDATED OPERATING AND CAPITAL BUDGET  
June 5, 2017  
REVISION SCHEDULE SUMMARY  
GENERAL FUND

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	21,290,145	-	21,290,145
REVENUES	23,609,214	-	23,609,214
TOTAL MEANS OF FINANCING	44,899,359	-	44,899,359
EXPENDITURES:			
PERSONAL SERVICES	15,175,727	-	15,175,727
OPERATING SERVICES	6,984,452	-	6,984,452
MATERIALS & SUPPLIES	1,214,861	-	1,214,861
OTHER CHARGES	667,765	-	667,765
DEBT SERVICES	3,000	-	3,000
CAPITAL OUTLAY	3,872,000	525,000	4,397,000
INTERGOVERNMENTAL	2,732,958	-	2,732,958
TRANSFERS	1,800,140	-	1,800,140
TOTAL EXPENDITURES	32,450,903	525,000	32,975,903
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	12,448,456	(525,000)	11,923,456

GENERAL GOVERNMENT BUILDINGS

ACCOUNT NUMBER: 001-400640

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
EXPENDITURES:			
PERSONAL SERVICES	982,200	-	982,200
OPERATING SERVICES	1,399,740	-	1,399,740
MATERIALS & SUPPLIES	295,250	-	295,250
OTHER CHARGES	5,000	-	5,000
CAPITAL OUTLAY:			
Gen Govt - Acquisition of Buildings	-	525,000	525,000
Gen Govt - Imp other than Buildings	385,000	-	385,000
Gen Govt - Buildings/Grounds/Plant	1,973,000	-	1,973,000
Gen Govt - Office Equipment	60,000	-	60,000
Gen Govt - Major Repairs	135,000	-	135,000
Gen Govt - Architectural/Engineering	175,000	-	175,000
Gen Govt - Other Fees	52,000	-	52,000
TOTAL CAPITAL OUTLAY	2,780,000	525,000	3,305,000
INTERGOVERNMENTAL	300,000	-	300,000
TOTAL EXPENDITURES	5,762,190	525,000	6,637,190

GENERAL GOVERNMENT BUILDINGS

FUND NUMBER: 001-400640  
NARRATIVE EXPLANATION OF CAPITAL OUTLAY

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Acquisition of Buildings	\$ 525,000	New Planning & Zoning Office	\$ 525,000
Improvements other than Buildings	\$ 385,000	Replace outdated AC/Heating Equipment:	
		Courthouse (Air Handler & Chiller Unit #1)	250,000
		Arterbury Building (RTU #2 & #3)	30,000
		Sheriff's District 2 Office (AHU #1 & Chiller #1)	15,000
		Planning & Zoning Office (Air Handler & Chiller #1 & #3)	30,000
		St. Rose Community Center (Air Handler & Chiller #1)	10,000
		Miscellaneous Parking lot & curb repairs	50,000
Buildings, Grounds, General Plant	\$ 1,973,000	New DA Annex Building	1,915,000
		Sheriff's 3rd floor office in Courthouse	58,000
Office Equipment	\$ 60,000	Furniture & File cabinets for Miscellaneous Locations	35,000
		Courthouse Security Renovations & Equipment	25,000
Major Repairs	\$ 135,000	Repairs to Elevators	50,000
		Repair/Replace AC/Heating	30,000
		Repairs to Generator	15,000
		Repairs to Plumbing	15,000
		Repairs to Security Equipment & Systems	10,000
		Repair/Replace Electrical	15,000
Architectural/Engineering Fees	\$ 175,000	New DA Annex Building	165,000
		Miscellaneous Other Fees	10,000
Other Fees	\$ 52,000	Testing Fees for New DA Annex Building	40,000
		Program Fees for New DA Annex Building	12,000

Grand Total Requested: \$ 3,305,000

**2017-0209**  
**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT**  
**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the execution of an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

**WHEREAS,** Tauzin has provided direct representation before the Federal Government, including Congress, the Administration and various Federal Agencies, along with representation before various State Government Agencies, for priority projects of St. Charles Parish; and,

**WHEREAS,** it is the desire of the St. Charles Parish Council to obtain the services of Tauzin Consultants, LLC.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Agreement for services between Tauzin Consultants, LLC and St. Charles Parish 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:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: \_\_\_\_\_  
AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is executed by and between St. Charles Parish, a government entity in the State of Louisiana, created and existing under the laws of the State of Louisiana, (herein called "St. Charles"), and Tauzin Consultants, LLC, (Herein called "Consultant")

In consideration of the mutual promises and covenants set forth herein, St. Charles and the Consultant agree to the following terms:

I. Duties and Responsibilities of Consultant

- (1) St. Charles does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles all according to the terms set out in this Agreement. The principle duties of Consultant shall be to provide services as follows: securing state and federal permits (when applicable) and state and federal appropriations for a variety of projects including Hurricane Protection levees, new-age infrastructure with emphasis on effective drainage, wastewater, parks and recreation, community needs such as animal control and various stimulus projects.
- (2) In providing the services described herein, Consultant shall be available to St. Charles at times mutually agreeable to both parties during the period this Agreement is in effect.

II. Terms of Agreement

- (1) This Agreement shall be effective for a period of one year beginning August 1, 2017. The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.
- (2) This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles over and above those specified herein, but yet undefined, which services shall be referred to as "special other services or projects," the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by St. Charles to Consultant.
- (3) This Agreement may be terminated by either party without cause upon 30 days written notice.

III. Compensation

- (1) Beginning August 1, 2017, St. Charles agrees to pay Consultant a fee of Sixty Thousand (\$60,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of this Agreement for "state" services. The fee shall be paid monthly at the rate of Five Thousand (\$5,000.00) dollars per month enumerated on a request for payment form approved by St. Charles.

- (2) Additionally, St. Charles agrees to pay Consultant a fee of One Hundred Twenty Thousand (\$120,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of the Agreement for “federal” services. The fee shall be paid monthly at the rate of Ten Thousand (\$10,000.00) dollars per month enumerated on a request for payment form approved by St. Charles.
- (3) Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles.
- (4) Payment to Consultant shall be by check to Consultant (Tax I.D. Number is 27-3153542. Such payment shall discharge St. Charles of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality

Consultant acknowledges that in the course of performing assignments for St. Charles, Consultant will be exposed to confidential, proprietary, educational and administrative information of St. Charles. Any confidential information acquired by the Consultant shall not be disclosed by him to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of the Agreement provided, that Consultant's obligation to keep information which (a) was known to Consultant, as evidenced by his written records, prior to the receipt of authoritative disclosures; or (b) hereinafter becomes generally known to the public through no fault of the Consultant.

This Agreement shall be effective on and after August 1, 2017, and shall terminate on July 31, 2018, unless otherwise extended, re-negotiated or terminated for cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Tauzin Consultants, LLC

St. Charles Parish

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_